

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this _____ day of _____, Two Thousand and Twenty

BETWEEN

M/s. VASUDEV C. WADHWA CONSTRUCTION, a partnership firm registered under provisions of the Indian Partnership Act, 1932 bearing Registration No.BA-84172 and having its registered office at 301, Platina, C-59, Bandra-Kurla Complex, Bandra (East), Mumbai – 400098, hereinafter referred to as **"the Developer"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the **FIRST PART**

AND

M/s. THAKUR BROTHERS AGRICULTURAL FARM, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 bearing Registration No.BA-168639 and having its registered office at Thakur House, Ashok Nagar, Kandivali (East), Mumbai – 400101, hereinafter referred to as **"the Owner-Cum-Confirming Party"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the **SECOND PART**;

AND

Mr./Miss/Mrs./M/s. _____

_____ a Company /Firm /an
Individual/s having his /her / their address /registered office / principal place of business at /
residing _____ 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 the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators and permitted assigns/ in case of sole proprietary concern, the proprietor for the time being of the said proprietary concern, his or her heirs, executors, administrators and permitted assigns/ in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators,

successors and permitted assigns/ in case of a Hindu undivided family, the karta and the members or member for the time being of the said Hindu Undivided Family and coparceners from time to time and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and permitted assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators and permitted assigns/ in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators and permitted assigns of the last surviving trustee) of the **THIRD PART**

The Developer, the **Owner-Cum-Confirming Party** and the Purchaser/s are hereinafter for the sake of brevity collectively and jointly referred to as '**Parties**' and individually as '**Party**'.

WHEREAS :-

- A. In and before the year 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said Land situated at Village Poisar which included ALL THAT piece and parcel of Land bearing CTS Nos. 809-A/1/19-A/1/5 and 809-A/1/19-A/1/6 collectively admeasuring 10,471.10 square meters or thereabouts of Village Poisar, Taluka Borivali (hereinafter referred to as "**the said Property**") and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated with **Red Colour boundary line** on the plan annexed and marked as **Annexure 'A'** hereto;
- B. By a registered Conveyance dated 24th July, 1951 (registered with the Sub-Registrar of Assurances at Bombay under Registration No.4212 of Volume No.I on 17th November, 1951) and expressed to be made between the said Nanabhoy Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Private Limited (subsequently known as Nanabhoy Jeejeebhoy Private Limited) a company governed under the provisions of the Companies Act, 1956 as the Purchaser of the Other Part, the said Nanabhoy Byramjee Jeejeebhoy sold, granted, assured, conveyed and transferred to the said Byramjee Jeejeebhoy Private Limited inter alia all those several pieces and parcels of Land or ground containing by admeasurements 370 Acres, (hereinafter referred to as the "**said Land**") which includes the said Property situated at Village Poisar, Taluka Borivali, Mumbai Suburban District, Mumbai, bearing C.T.S. No. 809A/1/19/A/1/5 admeasuring 5050.1 sq.mtrs. reserved for Retail Market, C.T.S. No.809A/1/19A/1/6 admeasuring 5421 sq.mtrs reserved for Parking Lot totally admeasuring 10,471.1 sq.mtrs.
- C. By an Agreement dated 29th June, 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said Bombay Real Estate Development Company Pvt. Ltd., (hereinafter referred to as said "**BREDCO**") therein referred to as the Developer of the Other Part, the said BREDCO has acquired development rights inter alia in respect of the said Land including the said Property on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June, 1982.
- D. By virtue of the Consent Terms dated 21st December, 1988 filed in the High Court at Bombay in Company Petition No.868 of 1988 filed by Byramjee Nanabhoy

Jeejeebhoy & Ors. as the Petitioners and the said Byramjee Jeejeebhoy Private Limited & Ors., as the Respondents the said Land including the said Property which is described in the Consent Terms became vested but subject to the aforesaid Agreement dated 29th June, 1982 in the said Nanabhoy Jeejeebhoy Private Limited, without any further act or deed.

- E. The said BREDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an irrevocable Power of Attorney dated 28th February, 1989 in their favour to fully deal with the said Land mentioned therein including the said Property described in the **First Schedule** hereunder written.
- F. In the premises the said BREDCO has become fully entitled to deal with the said Land including the said Property and dispose of the same on such terms and conditions as it may deem fit and proper.
- G. By Memorandum of Understanding dated 6th October, 1986, and Supplemental Memorandum of Understanding dated 29th day of January, 1992, executed by and between the said BREDCO and Thakur Brothers Agricultural Farm it has been agreed between the parties to retain/hold/own and develop the said Land including the said Property as mentioned in the MOU aforesaid at the ratio of 60% to BREDCO and 40% to Thakur Brothers Agricultural Farm which includes the said Property more particularly mentioned in First Schedule written hereunder.
- H. By Declaration dated 21st January, 2005, the said BREDCO has given their consent to Thakur Brothers Agricultural Farm for their independent development of the said Property. Thakur Brothers Agricultural Farm is herein referred to as the Owner-Cum-Confirming Party.
- I. The Owner-Cum-Confirming Party is the owner of and is well and sufficiently entitled to and is absolutely seized and possessed of the said Property;
- J. The said Property is entirely affected by reservation, the details whereof are as under:-
 - (i) Area admeasuring 5050.10sq.mtrs. bearing CTS Nos. 809-A/1/19-A/1/5 is reserved for Retail Market as per the sanctioned development plan of Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**");
 - (ii) Area admeasuring 5421.00sq.mtrs. bearing CTS Nos. 809-A/1/19-A/1/6 is reserved for parking lot as per the sanctioned development plan of MCGM;
- K. By and under the Development Agreement dated 28th May, 2006 registered with the Office of the Sub-Registrar of Assurances bearing Registration No.4139 of 2006 executed between the Owner-Cum-Confirming Party herein of the One Part and the Developer herein of the Other Part read with Supplemental Development Agreement dated 9th August, 2019 ("**Development Agreement**")the Owner-Cum-

Confirming Party has granted development rights unto the Developer to develop the said Property on the terms and conditions as set out therein.

- L. The Owner-Cum-Confirming Party and the Developer have agreed to develop the said Property in consonance with the prevailing regulations of the Development Control and Promotion Regulations 2034 (hereinafter referred to as “**DCPR 2034**”) and construct residential + commercial building inter alia by utilization of FSI to its full and maximal potential, that may be available in respect of the said Property by way of loading TDR / buying FSI from the Government on payment of maximum / fungible FSI and/or by undertaking any scheme for development for incentive FSI or any other mode and getting FSI in lieu of handing over the buildable reservation and Land as per prevailing rules and regulations from time to time for the consideration and on the terms and conditions as stated therein and in furtherance thereto vide a Letter dated 14th January, 2020 the Developer’s Premises and Owner-Cum-Confirming Party’s Premises have been identified and demarcated in the manner provided therein.
- M. Thus, the Developer is entitled to develop the said Property and utilize the FSI upon the terms and conditions mentioned in the Development Agreement.
- N. The Developer has submitted proposed building plans with MCGM for the construction on the said Property by utilizing the FSI and MCGM has granted approval to the plans, elevations, sections, details of the building proposed to be constructed on the said Property on the terms and conditions as recorded in the Commencement Certificate bearing reference No.CHE/A-3922/BP(WS)AR/FCC/1/New(“**Commencement Certificate/s**”) in respect of the construction of the said Building (defined below). A copy of the Commencement Certificate is annexed and marked as **Annexure “B”** hereto.
- O. As per the scheme of development, in accordance with DCPR 2034 and in accordance with the approvals so obtained by the Developers, the Developers are developing the said Property in the following manner:-
 - (i) On the portion of the Property approx. admeasuring 2525.05 sq.mtrs, shown in red colour boundary, on the western side by constructing amenity building for the Retail Market in accordance with Regulation No. 17 of DCPR 2034 admeasuring built-up area of 2555.08 sq.mtrs consisting of basement + ground + 2 upper floors (hereafter referred to as the said “**Retail Market**”) and more particularly shown in **blue colour wash** on the layout plan annexed hereto as **Annexure A**.
 - (ii) The balance portion of the Property being partly affected by the reservation of parking lot shall be developed by the Developers by constructing the built-up amenity of parking lot, admeasuring 6776.25 sq.mtrs. in accordance with Regulation No. 17 of DCPR 2034 and the said parking lot built-up amenity shall be handed over to the MCGM and shall have a separate entry and exit for the said Parking Lot (hereafter **MCGM Parking**), more particularly shown in **cyan wash** in the typical floor plan of Basement 1 and Basement 2 annexed as **Annexure “C”** hereto;.

- (iii) A composite building on the balance portion of the Property admeasuring 7646.05 sq.mtrs. shall be constructed in the following manner:-
- (a) Residential cum commercial building, having 2 Wings i.e. Wing A and Wing B comprising of 2 basements, ground, 5 podiums and various upper floors for residential use.
 - (b) Commercial/retail/shops on the ground floor of the building facing 18.3 metre wide road i.e. on the southern side of the Land.
 - (c) Part of Basement 1 of such building shall be used for (1) MCGM parking i.e. built-up amenity of parking lot mentioned above and (2) parking for the commercial/retail/shops of the building.
 - (d) Basement 2 shall be entirely used for MCGM parking.
 - (e) The part of Basement 1 and the entire Basement 2 in the aggregate admeasures 6776.25 sq.mtrs. shall be used for built-up amenity of parking lot mentioned above;

(hereinafter referred to as “**the said Building**”/“**Real Estate Project**”)

- P. In light of the above, the Developer is absolutely entitled to develop in the aforesaid manner on the said Property by utilisation of the FSI and to sell and transfer the respective allocated flats/units of the Developer and the Owner-Cum-Confirming Party (as demarcated in the Supplemental Development Agreement dated 9th August, 2019 and Letter dated 14th January, 2020), in the manner as provided in Supplemental Development Agreement dated 9th August, 2019 and Letter dated 14th January, 2020 or as per the amendments agreed between the Developer and Owner-Cum-Confirming Party from time to time, on ownership basis under the provisions of the MOFA Act and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) (if applicable) and the Rules made thereunder or give inter-alia on lease, license or dispose, transfer or alienate the respective allocated flats/units in any other manner as may be decided by the Developer and the Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party shall receive, accept and appropriate the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary deeds, documents, receipts and writings in this regard in favour of the Purchaser.
- Q. The Developer has engaged the services of **Ketan H. Mehta, Architect/Licensed Surveyor** having address at 1st Floor, Acme Shopping Arcade, Sona Theatre Compound, Trikamdas Road, Kandivali (West), Mumbai – 400067 and **IRA Structural Consultants** having address at 5EDC, Plot No.17/18, Near Suvidya School, Dr. Babasaheb Ambedkar Road, Gorai-2, Borivali (W), Mumbai-400092 as RCC consultants for the preparation of the structural designs and drawings of the said Building and the Developer will continue to take the professional supervision of the architect and the structural engineers till the completion of the said Building and/or the Developer with the prior consent of the Owner-Cum-Confirming Party terminate their services and also appoint another professionals in place of them, as they deems fit and proper.

- R. The Developer/Owner-Cum-Confirming Party is entitled to sell their respective flats, dwellings, floor area, units, comprised in the said Building to be constructed by the Developer on the said Property forming part of the Developer's/Owner-Cum-Confirming Party's Premises in the manner provided in the Supplemental Development Agreement dated 9th August, 2019 and letter dated 14th January, 2020 or as per the amendments agreed between the Developer and Owner-Cum-Confirming Party from time to time and to enter into agreements with purchasers and to receive the sale price in respect thereof and to execute and register the necessary deeds, documents and writing in this regard in favour of the Purchasers;
- S. The Developer may amalgamate/ further sub-divide the said Property which may result in the amendments and/or revisions and/or modification of the present approvals including the Building Plans and/or the re-location of the amenities. The Purchaser hereby consents to such amendments and/or revisions and/or modification and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA Act and Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein.
- T. In case the Developer considers it necessary to amend/vary the present approvals (from time to time) or otherwise amendment/variation in the plans becomes necessary either because of the Developer deciding to construct additional floor/s or additional premises or additional wing/s to the said Building or any other building/s or additional buildings or semi-detached building as the Developer deems fit including on account of the Developer deciding to fully use and utilise the FSI or any part thereof on the said Property or on account of the Owner-Cum-Confirming Party and the Developer deciding to use the entire development potential or any part thereof on the said Property or on account of any requirement of applicable law or authority or due to planning requirement, the Developer shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction, without making any change in the location, area and internal dimensions of the said Flat (defined below). The Purchaser hereby consents to the above including construction of additional floor/s or additional premises or additional wing/s to the said Building or any other building or additional buildings and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA Act and Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed thereunder.
- U. The Developer and the Owners-cum-Confirming Party herein have respectively availed of credit facilities/financial assistance from Bank/NBFC ("**Lender**") by creating a mortgage on their respective entitlement set out in the Development Agreement as per the terms and conditions contained therein. The details of the loan taken/mortgage created by the Developer and the Owners-cum-Confirming Party respectively in favour of their respective Lenders are more particularly set out in the

Fifth Schedule hereunder written. The Developer and the Owner-Cum-Confirming Party shall prior to the execution hereof apply and obtain from its Lender a No Objection Certificate for sale of their respective entitlement and accordingly the Developer/Owner-Cum-Confirming Party has obtained the NOC from its Lender for sale of the said Flat in favour of the Purchaser on the terms and conditions setout in the said NOC.

- V. The Purchaser is aware that the development on the said Property may be undertaken by the Developer in phases and the Developer may amend the Building Plans as per the requirement of the nature of the scheme of development being undertaken by the Developer and obtain approvals for the same from competent authorities.
- W. The Developer/Owner-Cum-Confirming Party has explained to the Purchaser and the Purchaser has understood and confirmed and accepted that the said Property is being developed under accommodation reservation policy as per Regulation 17(1) of DCPR 2034. Therefore, (i) as per Regulation 17(1), Sr.No.66 of Table-5 of DCPR 2034, the Owner-Cum-Confirming Party is allowed to develop the reservation on accommodation reservation basis by constructing built up area equivalent to 1.25 times the reserved plot for parking and (ii) as per Regulation 17(1), Sr. No.44 of Table-5 of DCPR 2034, the Owner-Cum-Confirming Party is allowed to develop the reservation on accommodation reservation basis by constructing and handing over built up amenity equivalent to 50% of reserved plot alongwith 50% of plot reserved for Retail Market.
- X. As per DP 2034, reservation on the said Property as the per details setout below:-
- (a) Area admeasuring 5421.00 sq.mtrs :- RT1.6(Parking Lot)(Part of larger reservation under DCPR 2034)(809A/1/19A/1/6);
 - (b) Area admeasuring 5050.10 sq.mtrs. - RSA1.1(Municipal Market With Vending Zone under DCPR 2034)(809A/1/19A/1/5);

The Developer is solely responsible to comply with all the requirements of the Municipal Corporation of Greater Mumbai relating to :-

- (a) Built-up amenities of Municipal Market.
 - (b) Built-up amenities of Parking Lot.
- Y. The Purchaser being fully satisfied in respect of the title of the Owner-Cum-Confirming Party to the said Property and all permissions, plans etc. and all the representations made by the Developer and rights of the Developer to develop the said Property, has approached the Developer/Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party has agreed to sell to the Purchaser on ownership basis a Flat, the details whereof are more particularly setout in the **SECOND SCHEDULE** hereunder written in building known as “**TW Garden**” to be constructed on the said **Property** and forming part of the Developer’s/**Owner-Cum-Confirming Party’s** Premises (hereinafter referred to as “**the said Flat/Premises**”)

and the said Flat is washed with **RED** colour on the Floor Plans annexed hereto and marked as **Annexure "D"**.

Carpet Area, as defined under the provisions of RERA means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser and verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.

As per the Development Control Regulations, 1 (one) car parking space/s is/are required to be compulsorily provided alongwith residential premises admeasuring between 60.00 sq.mtrs. to 90.00 square meters and 2 (two) car parking spaces for more than 90.00 sq.mtrs. However, as per the discussion and communication from the Purchaser, the Developer/Owner-Cum-Confirming Party with the confirmation from Purchaser/s has earmarked the Car Park/s described in the **Second Schedule** hereunder written for the exclusive use of the Purchaser/s. (hereinafter referred to as "**the Car Parking Space/s**");

As per the rules and regulations of D. C. Regulations it is mandatory to allot 2 (two) car parking space/s alongwith the said Flat (since the flat is admeasuring more than 90.00 square meters). However, the Purchaser has intimated to the Developer that the Purchaser waives the right of 1 (one) car parking space and therefore the Developer hereby allot to the Purchaser only 1 (one) car parking space. The Purchaser hereby agree and confirm that the Purchaser shall not raise any objection and/or disputes regarding allotment of 1 (one) car parking space and shall not demand any other car parking space as per the provision/rules of D. C. Regulations and further confirm that the Developer/Owner-Cum-Confirming Party has a right to allot other than the car parking space which is agreed to allot to the Purchaser to any other purchasers or use for visitor parking of the said Building at its sole discretion.

- Z. The Consideration is derived and this Agreement is entered into on the basis that the Purchaser has accorded his/her/their irrevocable consent to the Developer/Owner-Cum-Confirming Party that the Developer/Owner-Cum-Confirming Party shall be entitled to utilize the FSI (as defined hereinabove) and to make any variations, alterations, amendments or deletions to the sanctioned plans (from time to time) or in the scheme of development of the said Property as per the amendment suggested by the concerned authorities before the formation of the Society and even post formation of the Society;
- AA. The Developer/Owner-Cum-Confirming Party has agreed to sell and allot to the Purchaser the said Flat on ownership basis and the Purchaser has agreed to purchase from the Developer/Owner-Cum-Confirming Party, the said Flat for a total consideration (hereinafter referred to as the "**said Consideration**") more particularly mentioned in **Second Schedule** hereunder written on the terms and conditions as hereinafter appearing.

- BB. Shukla & Associates, Advocates and Advisors through its Prop. Om Prakash Shukla, Advocate High Court, have conducted their due diligence on the title to the said Property and have issued their Title Certificate dated 7th August, 2019 thereby certifying the title to the said Property, copy of which is annexed and marked as **Annexure "E"**.
- CC. The Developer has given full and free inspection to the Purchaser of all the documents relating to the said Property(including the Development Agreement), the Sanctioned Plans, the tentative plans, specifications prepared by the Developer's Architects and such other documents which are specified under the said Act and the rules made thereunder and the Purchaser is fully satisfied with the title of the Owner-Cum-Confirming Party in respect of the said Property and the Developer's/Owner-Cum-Confirming Party's right to allot the Developer's/Owner-Cum-Confirming Party's Premises in the said Building (including the said Flat);
- DD. This Agreement is entered into by the Purchaser after seeking legal advice on the various clauses and the rights retained by the Developer and the Owner-Cum-Confirming Party and also specifically with respect to the rights and protection under the law.
- EE. The Purchaser acknowledges that the Purchaser has fully read and understood all the terms and conditions of this Agreement and the Purchaser has entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;
- FF. In the event, the Purchaser being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential premises/units from the Developer/Owner-Cum-Confirming Party, then it shall be the sole responsibility of the Purchaser to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units. The Developer/Owner-Cum-Confirming Party shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective Purchaser.
- GG. Under Section 4 of the MOFA read with Section 13 of RERA, the Developer/Owner-Cum-Confirming Party are required to execute a written Agreement for Sale of the said Flat with the Purchaser, being in fact these presents and also to register this Agreement under the Registration Act.
- HH. The Developer/Owner-Cum-Confirming Party has represented to the Purchaser that the Developer/Owner-Cum-Confirming Party have registered the said Building as a Real Estate Project with the Real Estate Regulatory Authority Act, at Registration No. **P51800024368** dated **7th February, 2020** and shall comply with the provisions of the said Act from time to time.
- II. Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt

and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

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

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and are to be interpreted, construed and read accordingly.

2. The Purchaser hereby agrees to purchase and acquire from the Developer/Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party hereby agrees to sell to the Purchaser a Flat, the details whereof are more particularly set out in the **Second Schedule** in the building known as “**TW Garden**” and washed with **RED** colour on the Floor Plans annexed hereto and marked as **Annexure “D”** and (hereinafter referred to as “**the said Flat**”) for the total sale consideration more particularly mentioned in **Second Schedule** hereunder written (hereinafter referred to as “**the Consideration**”) to be paid by the Purchaser to the Developer/Owner-Cum-Confirming Party in the manner provided herein below.

The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Consideration payable on the basis of the carpet area of the said Flat shall be recalculated upon confirmation by the Developer/Owner-Cum-Confirming Party. If there is any reduction in the carpet area within the defined limit of 3%, then, the Developer/Owner-Cum-Confirming Party shall refund the excess money paid by the Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developer/Owner-Cum-Confirming Party shall demand additional amount from the Purchaser towards the Consideration, which shall be payable by the Purchaser prior to taking possession of the said Flat. It is clarified that the payments to be made by the Developer/Owner-Cum-Confirming Party/Purchaser, as the case may be, under this Clause, shall be made at the same Interest Rate (defined below).

3. As per the Development Control Regulations, 1 (one) car parking space/s is/are required to be compulsorily provided along with residential premises admeasuring between 60.00 sq.mtrs. to 90.00 square meters and 2 (two) car parking spaces for more than 90.00 sq.mtrs. However, as per the discussion and communication from the Purchaser, the Developer/Owner-Cum-Confirming Party shall with the confirmation from Purchaser/s has earmarked the Car Park/s described in the Second Schedule hereunder written for the exclusive use of the Purchaser/s. (“**the said Car Parking Space/s**”) at no extra cost. The Purchaser shall be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space/s and shall pay such outgoings in respect of the said Car Parking/s as may be levied.

The Developer/Owner-Cum-Confirming Party has informed the Purchaser/s that the stack parking spaces shall mean the mechanical parking spaces provided in the open space of the said Building and the same are considered covered under the definition of Covered Parking Spaces as per RERA.

4. The Purchaser/s hereby agrees to pay to the Developer/Owner-Cum-Confirming Party the total consideration more particularly mentioned in Second Schedule hereunder written subject to Tax deductions at source(TDS) under the applicable law, in the manner setout in **THIRD SCHEDULE** hereunder written;

Time as to payment shall be of the essence and the Purchaser shall be liable to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") on all delayed payments from the due date till the date of payment thereof.

Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source ("**TDS**") as may be required under prevailing law while making any payment to the Developer/Owner-Cum-Confirming Party under this Agreement shall be acknowledged by the Developer/Owner-Cum-Confirming Party, only upon the Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the Flat, if any such certificate is not produced, the Purchaser shall pay such equivalent amount as interest free deposit with the Developer/Owner-Cum-Confirming Party, which deposit shall be refunded by the Developer/Owner-Cum-Confirming Party on the Purchaser producing such certificate within 1 (one) month of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 1 (one) months, the Developer/Owner-Cum-Confirming Party shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

In addition to the above, the Purchaser further agrees to pay applicable Goods and Services Tax (GST) on the transaction of sale of the said Flat under this Agreement.

It is further agreed that for the amount which becomes due and payable by Purchaser/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Purchaser/s, the amount shall become payable by the Purchaser/s on the date on which such milestone is actually achieved. The Developer shall be entitled to construct the said Building/Real Estate Project faster and complete it earlier than what is disclosed as the proposed schedule of progress.

The total Consideration is escalation free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, costs, or levies imposed by the competent authorities etc. the Developer shall enclose the said

notification/order/ rules/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser/s which shall only be applicable on subsequent payments.

The Developer/Owner-Cum-Confirming Party may allow, in its sole discretion, a rebate for early payments of any installments payable by the Purchaser/s by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/ withdrawal, once agreed by the parties herein.

The Purchaser/s declares and confirms that all payments under this Agreement made by the Purchaser/s shall always be from the bank account of the Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons account (excluding Joint Purchaser/s) then the same shall be deemed to have been made by such other person at the request and behest of the Purchaser/s/Joint Purchaser/s. It is agreed between the parties hereto that any payment made by any person other than the Purchaser/s will not create any right, title or interest in the said Flat in favour of such other person.

The Developer/Owner-Cum-Confirming Party herein has specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser/s to the Developer, the Purchaser/s shall be liable to provide the source of the amount paid by the Purchaser/s to the satisfaction of such authorities or an agency. The Purchaser/s hereby indemnifies the Developer/Owner-Cum-Confirming Party and continue to keep the Developer/Owner-Cum-Confirming Party indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Purchaser/s either from his own account or made through third party.

In the event the Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer/Owner-Cum-Confirming Party then, the Developer/Owner-Cum-Confirming Party shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale.

In the event of the termination of this Agreement for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Purchaser/s or Statutory Authority by the Developer/Owner-Cum-Confirming Party subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

It is expressly agreed that upon such termination by the Developer/Owner-Cum-Confirming Party, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Parking Space(s) in any manner whatsoever.

5. In addition to the said Consideration, the Purchaser shall be liable to pay the other charges as and when demanded by the Developer/Owner-Cum-Confirming Party, the details of the same are mentioned in **FOURTH SCHEDULE** hereunder written. The said charges together with applicable taxes (including GST) thereon shall be made within 7 (seven) days from the date the Developer/Owner-Cum-Confirming Party intimated to the Purchaser to occupy the said Flat. It is hereby clarified that the said charges are only indicative and not exhaustive and the Purchaser shall pay all or any such other charges, fees or levies or additional charges and increase in the above list of charges or such other or additional charges, fees or levies as the Developer/Owner-Cum-Confirming Party may indicate from time to time. The estimated Adhoc maintenance charges mentioned in Fourth Schedule shall be after deduction there from of arrears of taxes, maintenance charges and expenses (inclusive of all prevailing taxes paid by the Developer/Owner-Cum-Confirming Party on behalf of the purchaser) incurred till then, will be transferred by the Developer/Owner-Cum-Confirming Party to the Society when formed and the Developer/Owner-Cum-Confirming Party shall not be liable to maintain and/or render individual accounts to the Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the Society when formed. The Developer/Owner-Cum-Confirming Party shall not be liable to contribute anything towards such expenses. It is explained to the Purchaser that if permitted by the concerned authorities, the Developer/Owner-Cum-Confirming Party shall endeavour to provide Mahanagar Gas connection and the charges towards said connection shall be intimated to the Purchaser at the time of providing the same to the said Flat, and such Mahanagar Gas connection would be provided post handing over possession of the said Flat. Further, the Developer/Owner-Cum-Confirming Party shall only be a facilitator to provide Mahanagar Gas connection and any delay in the same which is beyond Developers/Owner-Cum-Confirming Party control, the Developer/Owner-Cum-Confirming Party shall not be held responsible or accountable for the same.

6. The Purchaser shall also be liable to pay GST as applicable from time to time (as per the Notification) on all receivables/installments/ deposits/other amount. It is hereby agreed and accepted by the Purchaser that if any change or increase towards the GST as mentioned hereinabove is levied any time in future through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority/ies, such differential/increased amount shall be paid by the Purchaser immediately upon intimation by the Developer/Owner-Cum-Confirming Party to the Purchaser.

7. (a) The Owner-Cum-Confirming Party are entitled to the ground floor commercial unit admeasuring 30,000 sq.ft. RERA Carpet area alongwith 55 car parkings in the Basement No.1 and separate fire tank in basement and overhead fire tank in podium, separate Domestic tank in basement, separate Flushing water tank in basement, separate STP in basement, separate electrical meter located at the ground floor and water line for the commercial unit, one staircase and one big size lift and two small size lifts and one boring well exclusively for the Commercial Unit. The Owner-Cum-Confirming Party are entitled to exclusive separate entrance with unobstructed front open space with separate side compound wall. The 9 meters road alongwith 1.5 meters open space towards east side of the said Property leading north to south is always to be kept open for use of the Commercial Unit of the Owner-Cum-Confirming Party, and the Society formed of the Occupants/Purchasers shall never object to the use of the above mentioned road and

open space by the Owner-Cum-Confirming Party. The Owner-Cum-Confirming Party Commercial Unit and all areas mentioned hereinabove in this clause has separate gas connections, water connection, electricity connection, assessment bills in their name. The Society shall accept the Commercial Unit and all areas mentioned hereinabove as independently owned by the Owner-Cum-Confirming Party and the Owner-Cum-Confirming Party/nominee is entitled to deal with the same by way of sale/lease or in any manner without obtaining any NOC of the Society and further the Society shall not levy any charges of whatsoever nature for these premises at any point of time. Hereto annexed and marked as **Annexure "F"** is the Plan of basement car parkings of the Owner-Cum-Confirming Party in the Basement No.1.

(b) The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owner-Cum-Confirming Party to the said Property to be developed more particularly described in the First Schedule hereunder written, and the Developer's right to develop the same in the manner provided in the Development Agreement and the Purchaser shall not be entitled to further investigate the title of the Owner-Cum-Confirming Party and/or the rights of the Developer and no requisition or objection shall be raised upon any matter relating thereto. The Purchaser has sought all legal advice on this Agreement as is necessary and hereby unequivocally confirms that he/she/they have understood the rights retained by the Developer and the Owner-Cum-Confirming Party under this Agreement, and the implications and consequences thereof.

8. It is expressly agreed that the Purchaser is aware that as a result of changes in the building plans of the said Building, the Purchaser's share of the said Flat and/or in the common areas and facilities may increase or decrease and the Purchaser hereby expressly consents to such changes and authorizes the Developer/Owner-Cum-Confirming Party for the same.

9. The Purchaser hereby agrees and confirms as stated hereinbelow:-

9.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Developer/Owner-Cum-Confirming Party to the Purchaser, subject to payment of the said Consideration and all the monies stipulated herein and all other premises shall be the sole Property of the Developer or the Owner-Cum-Confirming Party, as the case may be and the Developer or the Owner-Cum-Confirming Party as the case may be, shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.

9.2 Till the formation of the Society and the conveyance/lease of the said Property to the Society, the Purchaser shall not be permitted to sell, transfer, give on lease and/or license and/or part with the possession of the said Flat or any part thereof without the prior written consent of the Developer/Owner-Cum-Confirming Party.

9.3 The Developer/Owner-Cum-Confirming Party shall be entitled to utilise the FSI which shall absolutely and exclusively belong to and be available to the

Owner-Cum-Confirming Party and the Developer herein and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof.

- 9.4 The Developer/Owner-Cum-Confirming Party shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer/Owner-Cum-Confirming Party may deem fit in its sole discretion and/or to the sanctioned plans (from time to time).
- 9.5 The Developer/Owner-Cum-Confirming Party shall be at liberty and be entitled to amend the lay-out plans, the building plans and other approvals, from time to time, to effectuate the rights retained by the Developer/Owner-Cum-Confirming Party herein.
- 9.6 If the FSI by whatever name or form is increased in respect of the said Property and/or the development thereof, then in such event, the Developer/Owner-Cum-Confirming Party shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the area of the said Flat is not reduced. This consent shall be considered to be the Purchaser's consent contemplated by Section 7 (1) (ii) of the Act and the other provisions of the said Act, Section 14 of RERA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations.
- 9.7 The Developer/Owner-Cum-Confirming Party shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and as may be decided with the Owner-Cum-Confirming Party and such additional structures and storeys will be the joint Property of the Developer and the Owner-Cum-Confirming Party alone. The Developer/Owner-Cum-Confirming Party will be entitled to use the terrace/s including the parapet wall for any purpose including construction for additional floors, display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Building to which the Purchaser, shall not object and it is expressly agreed that the Developer/Owner-Cum-Confirming Party shall be entitled to put a hoarding or give on lease site for cell base station and/or telecom towers on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprise a neon sign and the Purchaser agrees not to object or dispute the same. The Developer/Owner-Cum-Confirming Party shall be entitled to install its logo in one or more places in or upon the said Building and the Developer/Owner-Cum-

Confirming Party reserves to itself full and free right of way and means and access to such place or places for purposes including without limitation installation, repair, painting or changing the logo, for cell base station, telecom towers, hoarding and/or the temporary or the aforesaid permanent construction erected by the Developer/Owner-Cum-Confirming Party.

- 9.8 The Purchaser is aware and confirms that the Developer will provide the fixtures, fittings, facilities and amenities in the said Building, in the said Flat and on the said Property, hereinafter referred to as the List of Amenities and more particularly mentioned in **Annexure "G"** annexed hereto. The Purchaser is aware and has agreed that the Developer shall endeavour to provide the fixture, fitting, facilities and amenities of the same specifications as herein stated. However, in the event fixture, fitting, facilities and amenities of the said specifications are not available in the market wherefrom other materials are procured, the Developer shall provide fixture, fitting, facilities and amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes at the Developer's discretion.
- 9.9 Till the entire development of the said Property to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer/Owner-Cum-Confirming Party alone shall have full control, absolute authority and stay over the said Property, unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser shall have no right or interest in the enjoyment and control of the Developer/Owner-Cum-Confirming Party in this regard.
- 9.10 The Purchaser is aware that the Developer/Owner-Cum-Confirming Party may develop the said Property on such terms and conditions as the Developer/Owner-Cum-Confirming Party may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer/Owner-Cum-Confirming Party deem fit and the Developer/Owner-Cum-Confirming Party shall be entitled to grant, offer, upon or in respect of any portion of the said Property to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Property in such manner as may be desired by the Developer/Owner-Cum-Confirming Party and the Purchaser expressly and irrevocably consents to the same.
- 9.11 It is expressly agreed between the Developer/Owner-Cum-Confirming Party and the Purchaser(s) that the ground area of the said Building and the F.S.I. consumed in the said Building shall be dis-proportionated since the said

Building being part of the layout of the said Property. The FSI consumed in the said Building is arising out of FSI available in the layout of the said Property which comprises of FSI of the entire said Property and also of TDR/FSI, incentive FSI, floating FSI and FSI which may be available.

- 9.12 The Purchaser(s) do hereby irrevocably agree and confirm with the Developer/Owner-Cum-Confirming Party that the said Property shall not be in proportion to the FSI consumed in respect of the structures /wings(s) constructed on the said Property. The area comprised in the said Property shall be lower to the area of the FSI consumed in all wings of the said Building constructed on the said Property. However the Developer/Owner-Cum-Confirming Party confirms that the said Property is having and entitled to the FSI consumed in all the structures/wings proposed to be constructed on the said Property.
- 9.13 Irrespective of execution of conveyance/lease for super structure, the Developer/Owner-Cum-Confirming Party shall be entitled to develop and continue to develop, the remaining structures/wings on the said Property and continue to own with right to construct balance floor space index, utilization of the Development Rights, additional floor space index available to the said Property, increase in floor space index, fungible FSI, any FSI which may be available from time to time including due to change in Rules/Regulations/Laws and Policies of the Government or the Local Authorities. The Developer/Owner-Cum-Confirming Party shall not be required to obtain any consent or permission from the Purchaser(s) or the society/ies of the Purchaser(s) for the purpose of utilizing FSI and/or construction of additional floors on the said Property for the development potential. The Developer/Owner-cum- Confirming Party has disclosed on RERA Website the FSI proposed to be utilized for development of the said Property including Real Estate Project and the Purchaser has agreed to purchase the said Flat based on the proposed construction to be carried on by the Developer/Owner-Cum-Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Owner-Cum-Confirming Party only. If the FSI is increased beyond what is disclosed due to change in the law or the policies of the Government or local authorities such increased FSI shall exclusively belong to the Developer/Owner-Cum-Confirming Party. No consent or confirmation of the Purchaser(s) or the society/ies of the Purchaser(s) shall be required for the purpose of construction out of such increased FSI belonging to Developer/Owner-Cum-Confirming Party.
- 9.14 The Developer/Owner-Cum-Confirming Party has informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property. The Developer/Owner-Cum-Confirming Party has further informed the

Purchaser/s that all expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s alongwith other purchasers of flats/units/premises in the Real Estate Project and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Developer/Owner-Cum-Confirming Party 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 purchasers of flats/units/premises in the Real Estate Project shall object to the Developer/Owner-Cum-Confirming Party laying through or under or over the Property 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 wings and/or structures which are to be developed and constructed on the said Property.

- 9.15 The Developer/Owner-Cum-Confirming Party shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Property, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat.
- 9.16 The Developer/Owner-Cum-Confirming Party shall be entitled to make variations in the lay-out, amenities and specifications, service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimensions as the Developer/Owner-Cum-Confirming Party deems fit.
- 9.17 The Developer/Owner-Cum-Confirming Party shall have the right to designate any space on the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building that may be developed on the said Property. The Developer/Owner-Cum-Confirming Party shall also be entitled to designate any space in the said Property to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the said Building constructed thereon.
- 9.18 Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person ("Project Management Agency") to manage the operation and maintenance of the said Building and the infrastructure on the said Property, common amenities and facilities of the said Property and the said Building after the completion of the project. The Developer shall have the authority and discretion to negotiate with such Project Management Agency and to enter unto and execute formal agreement/s for maintenance and management of infrastructure with it/them. The costs incurred in appointing and operating the Project

Management Agency shall be borne and paid by the occupants of the said Building including the Purchaser, on a pro rata basis, as part of the development and common infrastructure charges referred to herein.

- 9.19 The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer/Owner-Cum-Confirming Party or the Project Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and the said Building constructed thereon.
 - 9.20 The Developer/Owner-Cum-Confirming Party shall have the exclusive right to control advertising and signage, hoarding and all other forms of signage whatsoever within the said Property and on the said Building, till such time as the said Property together with the said Building constructed thereon are transferred to the Society. However, the Developers/Owner-Cum-Confirming Party logo and name shall always be fixed on the exterior of the building terrace parapet.
 - 9.21 The Developer shall be entitled to construct site offices/sales lounge in the said Property and the Developer/Owner-Cum-Confirming Party shall have the right to access the same at any time without any restriction whatsoever irrespective of the conveyance/lease executed with the Society/ies in respect of the said Building.
 - 9.22 The Purchaser authorizes the Developer and/or Owner-Cum-Confirming Party 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 Developer and/or Owner-Cum-Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer and/or Owner-Cum-Confirming Party to adjust his/her/their payments in any manner.
10. The Developer/Owner-Cum-Confirming Party hereby covenants as follows:-
- 10.1 The Developer/Owner-Cum-Confirming Party shall give possession of the said Flat to the Purchaser/s on "_____", subject to receipt of the entire sale consideration under this Agreement however, subject to any Force Majeure conditions or Act of God disturbing the schedule of construction and in such case the date of handing over possession shall stand extended pro-rata.

- 10.2 The Developer/Owner-Cum-Confirming Party shall not be obliged and/or bound to hand over the possession of the said Flat as stated hereinabove in case of any of the following reasons:-
- 10.2.1 Any force majeure events;
 - 10.2.2 Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
 - 10.2.3 War and hostilities of war, riots, bandh or civil commotion;
 - 10.2.4 The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Developer from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
 - 10.2.5 Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - 10.2.6 Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
 - 10.2.7 If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
 - 10.2.8 Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - 10.2.9 If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Flat or;
 - 10.2.10 Any event or circumstances analogues to the foregoing.
 - 10.2.11 Any other circumstances that may be deemed reasonable by the Authority.
 - 10.2.12 The Developer/Owner-Cum-Confirming Party shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or any reason whatsoever beyond the control of the Developer/Owner-Cum-Confirming Party or on account of defaults by the Purchaser/s.

10.3 If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Purchaser/s on the Possession Date (save and except for the reasons as stated in Clause 10.2 above), then the Purchaser/s shall be entitled to either of the following:-

10.3.1 call upon the Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("**Interest Notice**") to pay Interest Rate for every month of delay from the Possession Date on the Sale Consideration paid by the Purchaser/s. The interest shall be paid by the Developer to the Purchaser/s till the date of offering to hand over of the possession of the said Flat by the Developer to the Purchaser/s;

OR

10.3.2 the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Developer/Owner-Cum-Confirming Party by Courier / E-mail / Registered Post A.D. at the address provided by the Developer/Owner-Cum-Confirming Party ("**Purchaser/s Termination Notice**"). On the receipt of the Purchaser/s Termination Notice by the Developer/Owner-Cum-Confirming Party, this Agreement shall stand terminated and cancelled and the Developer/Owner-Cum-Confirming Party shall refund to the Purchaser/s the amounts already received by the Developer/Owner-Cum-Confirming Party under this Agreement with Interest Rate to be computed from the date the Developer/Owner-Cum-Confirming Party received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer/Owner-Cum-Confirming Party (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Developer/Owner-Cum-Confirming Party and/or the said Flat and/or the said Car Parking Space/s and the Developer/Owner-Cum-Confirming Party shall be entitled to deal with and/or dispose off the said Flat and/or the said Car Parking Space/s in the manner it deems fit and proper.

10.4 In case if the Purchaser/s elects his remedy under sub-clause 10.3.1 above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 10.3.2 above.

11. Procedure for taking possession:

11.1 Upon obtainment of the Occupancy Certificate of the said Building from MCGM and upon payment by the Purchaser of the requisite installments of the Consideration of the said Flat and all other amounts due and payable in terms of this Agreement, the Developer/Owner-Cum-Confirming Party shall offer possession of the said Flat to the Purchaser in writing ("**Possession Notice**"). The Purchaser agrees to pay the maintenance charges as determined by the Developer/Owner-Cum-Confirming Party or the Society, as the case may be. The Developer/Owner-Cum-Confirming

Party shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

- 11.2 The Purchaser shall take possession of the said Flat within 15 days of the Possession Notice.
- 11.3 Upon receiving the Possession Notice from the Developer/Owner-Cum-Confirming Party as per Clause 11.1 above, the Purchaser shall take possession of the said Flat from the Developer/Owner-Cum-Confirming Party by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/Owner-Cum-Confirming Party, and the Developer/Owner-Cum-Confirming Party shall give possession of the said Flat to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the said Flat within the time provided in Clause 11.2 above it shall be construed as deemed possession and such Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the said Flat, as applicable and as shall be decided by the Developer/Owner-Cum-Confirming Party.
- 11.4 Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the Real Estate Project and the said Property including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks/staff, maintenance of equipment, management fee, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. In the event of delay from the concerned authorities to provide water connection, then the water shall be supplied through external agencies/tankers till such time the concerned authorities provide the regular water connection. The charges for the same shall be included in the monthly maintenance charges and the Purchaser/s shall not object for the same on any ground whatsoever. Until the Society is formed and the Society Conveyance/lease is duly executed and registered, the Purchaser shall pay to the Developer/Owner-Cum-Confirming Party such proportionate share of outgoings as may be determined by the Developer/Owner-Cum-Confirming Party at its sole discretion. The Purchaser further agrees that till the Purchaser's share is so determined by the Developer/Owner-Cum-Confirming Party at its sole discretion, the Purchaser shall pay to the Developer provisional monthly contribution per month towards the outgoings that may be decided by the Developer/Owner-Cum-Confirming Party. At the time of being handed over possession of the said Flat, the Purchaser shall pay to the Developer the Adhoc Maintenance Deposit being an estimated lumpsum amount towards initial outgoings expenses as set out above. The amounts so paid by the Purchaser to the Developer/Owner-Cum-Confirming Party shall not carry any interest and shall remain with the Developer/Owner-Cum-Confirming Party until the Society Conveyance/lease is duly executed and registered. On execution of the Society Conveyance/lease, the aforesaid deposits less any deductions as provided

for in this Agreement shall be paid over by the Developer/Owner-Cum-Confirming Party to the Society.

11.5 It is agreed between the parties that on the date on which Possession of the said Flat is being handed over to the Purchaser, the Car Parking space may not be ready or fit for use. The Purchaser/s shall not raise any objection or refuse to take possession of the said Flat due to non-availability of Car Parking space. The Developer/Owner-Cum-Confirming Party may provide, if available, car parking space on temporary basis, till the time the parking space are ready for parking of car. Upon the Car Parking Space being ready for use, any temporary parking space, allowed to be used by the Purchaser shall be forthwith vacated by the Purchaser/s unconditionally without any delay and without any objections or reservation whatsoever. The maintenance charges and local taxes allocated to such temporary car parking space or permanent car parking space shall be paid by the Purchaser/s.

12. Notwithstanding anything to the contrary contained anywhere else in this Agreement, it is agreed by and between the parties hereto that the Developer/Owner-Cum-Confirming Party shall be obliged and liable to offer possession of the said Flat to the Purchaser, only upon the Purchaser having duly paid in full all amounts/all installments of the said Consideration/society deposit/interest (if any) or any other amount as and when the same are due and/or payable under this Agreement to the Owner-Cum-Confirming Party, or as the case may be, to the Developer, without any deduction, delay, demur or protest.

13. The Developer/Owner-Cum-Confirming Party have further informed the Purchaser/s that all the expenses and charges (maintenance and upkeep) of the said amenities and conveniences may be common and the Purchaser/s alongwith other purchasers of flats/units/premises in the Real Estate Project to be constructed on the said Property, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Developer/Owner-Cum-Confirming Party and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.

14. Until such time as the development of the Real Estate Project is completed and the possession of all the flats are delivered to all Purchaser(s), the Developer/Owner-Cum-Confirming Party will be entitled at their discretion, to control the management of the said Building and to realize the outgoings and Maintenance Charges. The Developer/Owner-Cum-Confirming Party shall be entitled to charge maintenance charges / outgoings (excluding Municipal taxes) as service charges for the purpose of the said Building management. The Maintenance shall be paid by the Purchaser(s) of the Flats of the said Building including the Purchaser(s) herein on a pro-rata basis. The estimated Adhoc Maintenance Deposit so paid by the Purchaser/s to the Developer/Owner-Cum-Confirming Party shall not carry any interest and shall be utilized by the Developer Owner-Cum-Confirming Party for payments, taxes, outgoings from the date of possession or deemed possession or the date of Occupation Certificate whichever is earlier. The Developer/Owner-

Cum-Confirming Party has informed the Purchaser/s that once the Adhoc Maintenance Deposit has got exhausted or is about to get exhausted by the Developer/Owner-Cum-Confirming Party, the Developer/Owner-Cum-Confirming Party shall intimate the Purchaser/s about the same and the Purchaser/s has agreed to either make good the negative balance if any or regularly pay the monthly maintenance charges on 5th of every month on actual without any objection, demur or protest as per the invoice raised by the Developer/Owner-Cum-Confirming Party till the time the management and operation of the said Building has been handed over by the Developer/Owner-Cum-Confirming Party to the Adhoc Committee and/or to the Society, whoever earlier and shall not withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Developer/Owner-Cum-Confirming Party shall hand over the management and affairs of the new Building to the Adhoc committee and/or to the society within a period of 24 months from the completion of the Project.

15. Layout Management by Developer/Owner-Cum-Confirming Party- Until such time as the entire proposed development of the said Property is completed and the possession of all the flats are delivered to all Purchasers and further the society of all wings and/or different societies of each of the wings to be constructed on the said Property is formed, the Developer/Owner-Cum-Confirming Party will be entitled at their discretion, to control the management of the said Property and to realize the outgoings and Maintenance Charges in respect of the said Property layout. The Developer/Owner-Cum-Confirming Party shall be entitled to charge maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of layout management. The Maintenance shall be paid by the Purchaser(s) of the flats of the said Building including the Purchaser(s) herein along with Purchaser(s) of flats of all wings in the layout on a pro-rata basis.

16. The Developer/Owner-Cum-Confirming Party shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by MCGM and any other concerned local authority at the time of sanctioning the plan and thereafter, as stipulated in the Sanctioned Plans for the construction of the said Building on the said Property and obtain from the appropriate authority the Occupation Certificate before handing over possession of the said Flat to the Purchaser for occupation.

17. The said Building shall be constructed and completed in accordance with the Sanctioned Plans as approved by MCGM as aforementioned with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein, the Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans and shall, before handing over possession of the said Flat to the Purchaser, obtain the occupation certificate and/or part occupation certificate in respect of the said Building.

18. If within a period of 5 (five) year from the date of receipt of occupation certificate of the said Building, any structural defects in the said Flat or the building in which the said Flat is situated, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect. However,

if the Purchaser/s carry out any alteration or addition or change in the said Flat and in the said Building in which the said Flat is situated without obtaining prior written permission of the Developer and the concerned authorities wherever required, the liability of the Developer shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost. The reasonable compensation if payable under this clause will be determined by the Architects appointed by the Developer.

19. The Purchaser/s agree/s and acknowledge/s that the Developer is/are providing equipment/systems/appliances as mentioned in the List of Amenities more particularly setout in Annexure "G" hereto. The Purchaser/s is aware that the Developer is/are not the manufacturer of these systems of equipment/systems/ appliances. The Developer does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these systems/appliances.

20. The Developer is at liberty and is entitled to enter into any Agreement for sale of Developer's Premises in the said Building;

21. It is hereby agreed that the Purchaser has agreed to acquire the said Flat. It is hereby expressly agreed by and between the Parties that the Developer and the Owner-Cum-Confirming Party shall be entitled to the open ground, compound, parking areas whether under the stilt, in the basement or in the open and shall be entitled to deal with and/or dispose of in such manner as they desire.

22. Save and except as disclosed herein and in the disclosures made to the Purchaser:-

22.1 The Developer and the Owner-Cum-Confirming Party hereby represent that Developer is absolutely entitled to develop the said Property and construct the said Building by utilising the FSI and the Developer is at liberty to sell on ownership basis and/or allot, dispose, transfer the Developer's Premises and/or enter into any package deal arrangement and agreement for the allotment or sale of the Developer's Premises forming part of the said Building to be constructed on the said Property on such terms and conditions as the Developer may think fit;

22.2 The Developer hereby represents that save and except as stated in this Agreement the Developer has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said Property or the said Building or the development rights thereon, and the Owner-Cum-Confirming Party hereby represents that save and except as uploaded on RERA Website, the Owner-Cum-Confirming Party has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said Property or the said Building or the development rights thereon;

22.3 The Developer and the Owner-Cum-Confirming Party, each of them, in so far as its concerns itself only and no further, hereby represent that there is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Owner-Cum-Confirming Party and the Developer to enter into this Agreement;

- 22.4 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represents that the Developer and the Owner-Cum-Confirming Party have all the right and title to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right or interest of the Purchaser created herein, may prejudicially be affected;
- 22.5 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represent that the Owner-Cum-Confirming Party the Developer has not entered into any agreement for sale and/or development or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- 22.6 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- 22.7 The Developer and the Owner-Cum-Confirming Party each of them, in so far as its concerns itself only and no further, hereby represent that no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner-Cum-Confirming Party or the Developer in respect of the said Property;
- 22.8 The Developer has pursuant to the terms and conditions as mentioned in the Development Agreement is developing the said Property, after putting up and obtaining approval for new building plans.
23. The Purchaser with the intention to bind itself and all persons into whose hands the said Flat may come, hereby covenant with the Developer and the Owner-Cum-Confirming Party as follows:-
- 23.1 To maintain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situate or staircase or any passages therein which may be against any Rules, Regulations or Bye-laws of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Building in which the said Flat are situate or any part thereof;
- 23.2 Not to store or permit to be stored in the said Flat, any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Building in which the said Flat are situate or storing of which goods or articles is objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common

passages, lifts, staircases, Landings, entrance lobbies, terraces or any other common areas on the said Property and the said Building thereon and the Purchaser shall not display or permit display any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Property and the said Building thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Flat are situate, including entrance of the said Building in which the said Flat are situate;

- 23.3 To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situated or in the said Flat which may be against the Rules and Regulations and Bye-laws of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 23.4 Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said Building in which the said Flat is situate and the Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat;
- 23.5 To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building in which the said Flat are situate and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or of the Society which consent shall not be unreasonably withheld;
- 23.6 Not to enclose the passages/leveling, if any, forming part of the said Flat;
- 23.7 Not to use the said Flat as guest house;
- 23.8 That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents / occupants of the building.
- 23.9 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building in which the said Flat are situate;
- 23.10 To bear and pay increases in local taxes, water charges, and such other levies, if any, which are imposed by the concerned Municipal and other local authorities and/or Government and/or other public authorities in respect of the said Flat;

- 23.11 All taxes, dues, cess, outgoings due and payable in respect of the said Property as the case may be, and the said Building, in proportion to the carpet area of the said Flat and in the manner as set out hereinabove shall be borne and payable by the Purchaser;
- 23.12 The Purchaser shall on demand, deposit with the Developer his/her/their proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority;
- 23.13 The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the said Building on the said Property and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings in accordance with the terms of this Agreement;
- 23.14 The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 as stated herein and/or admit and enroll the Purchaser as the member of the Society as may be formed with respect to the said Building constructed on the said Land;
- 23.15 The Purchaser shall not sell the said Flat or any portions thereof to any one whomsoever, without the permission in writing of the Developer/Owner-Cum-Confirming Party and until all the amounts payable towards the said Consideration and/or otherwise under and/or pursuant to this Agreement are fully paid by the Purchaser to the Developer/Owner-Cum-Confirming Party and the Purchaser is not guilty of any breach or default of any of the terms and conditions set out herein.
- 23.16 The Purchaser shall permit the Developer, the Owner-Cum-Confirming Party and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer or the Owner-Cum-Confirming Party to the Purchaser, to enter upon the said Flat and the said Property and the said Building or any part thereof only for the purpose to view and examine the state and condition thereof and execute any works required therein;
- 23.17 The Purchaser/s hereby agrees and declares that he/she/itself/themselves shall submit full-fledge drawings with all specifications before starting interior work of the said Flat and approval/NOC shall be obtained from the Developer/Owner-Cum-Confirming Party.

- 23.18 The Purchaser is aware and acknowledges that the Developer and Owner-Cum-Confirming Party are entitled to respectively sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer their respective Premises as per the letter dated 14th January, 2020 and Supplemental Development Agreement dated 9th August, 2019 comprised in the said Building to be constructed by the Developer/Owner-Cum-Confirming Party on the said Property or as per the amendments agreed between the Developer and Owner-Cum-Confirming Party from time to time and the Purchaser undertakes that he/she/they shall not be entitled to raise any objection with respect to the same.
- 23.19 The Developer/Owner-Cum-Confirming Party represented to the Purchaser that a rain water drain is passing through the said Property which is located at North side abating to 18/3 meter road. The Purchasers of the said Building shall maintain and cleaning of the said rain water drain twice a year and shall submit the report of the same to MCGM from time to time as per the Letter dated DyChE/54/SWD/PC dated 5th July, 2019 issued by MCGM;
- 23.20 The Purchasers do hereby expressly and irrevocably agree and confirm that he/she/they shall not raise any objection, claim, protest, grievance, etc or take out any legal proceedings before any court of law, or Competent Authority against any future development to be carried out by the Developer/Owner-Cum-Confirming Party on the said Property in future in case of the Developer/Owner-Cum-Confirming Party obtain part Occupation Certificate and/or any development in case of any amalgamation with the said Property;
24. The Purchaser agrees and declares that in the event, if the Purchaser procures any loan or financial assistance for purchasing the said Flat, then the Purchaser shall ensure that such Bank/s or Financial Institution pays the aforesaid installments regularly and punctually and any delay in the payment of the said installment by the Bank/s or the Financial Institution shall amount to a breach of the terms and condition of this Agreement and the consequences mentioned in this Agreement shall apply.
25. In the event of any Bank/financial Institution sanctioning loan by way of mortgage/as a co-lateral or as any such security, the Bank/ Financial Institution shall do so at their own risk and costs and the Developer and/or the Owner-Cum-Confirming Party shall not be liable and/or responsible for the same in any manner.
26. The Bank/Financial Institution shall not be able to claim its rights on the said Flat which is mortgaged or held as a collateral or as any such security until and unless all monies payable to the Owner-Cum-Confirming Party and the Developer by the Purchaser under and/or pursuant to this Agreement, has been duly received in full by the Owner-Cum-Confirming Party and the Developer, as the case may be.
27. For any amount remaining unpaid by the Purchaser under this Agreement, to the Developer /Owner-Cum-Confirming Party, to the extent of any amount payable to the Developer/Owner-Cum-Confirming Party they shall have first lien and charge on the said Flat agreed to be allotted to the Purchaser.

28. Formation of the Society

- 28.1 Upon completion of the entire development of the said Property and sale of all the flats / premises / blocks/units in the said Building and subject to the Purchasers having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Developer/Owner-Cum-Confirming Party shall form a Society of all wings and/or separate societies of each wing (as the case may be) (hereinafter referred to as "**the Society**") of all the Purchasers of the said Building and/or as per the provision of RERA Act and applicable Rules therein.
- 28.2 The Purchaser/s shall, along with other purchasers of premises/units of the said Building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA Act and RERA Rules in respect of the Real Estate Project;
- 28.3 For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Developer/Owner-Cum-Confirming Party to register the Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 28.4 In case the Purchaser/s fails to cooperate with the Developer/Owner-Cum-Confirming Party for formation of the Society for any reason whatsoever, the Developer/Owner-Cum-Confirming Party shall appoint some of the purchasers of the said Building as adhoc committee members or shall appoint any third party agency. The said adhoc committee members and/or the said third party agency shall look after the day to day affairs and management of the said Building and maintain the Building. It is specifically mentioned that the settlement of account of balance amount shall be settled with the elected managing committee of the Society to be formed and registered after proper audit of the said account;
- 28.5 Further, in case the adhoc committee and/or the Society fails to take over the day to day affairs and maintenance of the Building from the Developer/Owner-Cum-Confirming Party as and when called for, the Developer/Owner-Cum-Confirming Party shall give one month notice before stopping the maintaining the building after the advance deposit is exhausted or about to get exhausted and thereafter adhoc committee and/or the Society (as the case may be) shall be solely responsible and liable to maintain the said Building;
- 28.6 It is hereby specified that the maintenance charges for maintenance of the common areas and the amenities of the said Building shall be apportion on the basis of the respective areas of the flats;

- 28.7 The name of the Society shall be solely decided by the Developer/Owner-Cum-Confirming Party and cannot be changed or altered in future.
- 28.8 The Society shall admit all purchasers of flats in the said Building as members, in accordance with its bye-laws.
- 28.9 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats / premises / blocks / units and other premises including car parking spaces in the said Building shall at all times, including after the formation and registration of the said Society and/or after the conveyance/lease of the said Property and the said Building in favour of the said Society, be and remain the absolute Property of the Developer and/or said Owner-Cum-Confirming Party, as the case may be, and the Developer/Owner-Cum-Confirming Party shall become members of the said Society in respect thereof. The Developer and/or Owner-Cum-Confirming Party shall have full right, absolute power and authority, and shall unconditionally be entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice and shall operate the sale office from the said Building and do all activities in the common areas of the Project to promote the unsold units and neither the Purchaser/s herein, nor the Society shall object to or dispute the same. On the Developer intimating to the Society the name or names of the Purchaser or acquirer/s of such unsold flats / premises / blocks / units etc., the Society shall forthwith accept and admit such purchasers and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Developer/Owner-Cum-Confirming Party shall not be liable to pay maintenance charges for the unsold flats / premises / blocks / pent houses to the Society including the municipal taxes with effect from receipt of occupation/ completion certificate. It is further agreed that the Developer shall also not be liable to pay maintenance charges, or any other charges/expenses for the flats/areas to be used and occupied by them for site/sales office;
- 28.10 The Developer/Owner-Cum-Confirming Party shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats in the Real Estate Project, if any.
- 28.11 Post execution of the Society Conveyance/lease (defined below), the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 28.12 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer/Owner-Cum-

Confirming Party for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their members/intended members including the Purchaser/s, as the case may be, and the Developer/Owner-Cum-Confirming Party shall not be liable toward the same.

28.13 The Developer shall have a right to amend/modify the approved plan even after formation of the society and/or receipt of Occupation Certificate and the Society shall issue NOC for the same as and when demanded by the Developer without any objection.

29. **Conveyance/Lease to the Society:**

29.1 An Indenture of Conveyance and/or Indenture of Lease shall be executed with the society with respect to the right, title and interest in the proportionate area being part of the said Property and also less the Property under Retail Market and subject to the conveyance of the MCGM Parking in favour of MCGM ("**Society Conveyance/Lease**").

29.2 The Society shall be required to join in execution and registration of the Society Conveyance/Lease. The costs, expenses, charges, levies and taxes on the Society Conveyance/Lease and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance/Lease, the Society shall be responsible for the operation and management and/or supervision of the part of the said Property including any common areas facilities and amenities and the Developer and the Owner-Cum-Confirming Party shall not be responsible for the same.

30. The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Society on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.

31. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Property and the said Building in favour of the Society shall take place only on the execution of the transfer documents in its favour as aforesaid.

32. It is expressly clarified, agreed and understood that the common amenities on the said Property as mentioned in Annexure "G" hereto, which shall be provided by the Developer/Owner-Cum-Confirming Party shall remain the exclusive, sole and absolute Property of the Developer/Owner-Cum-Confirming Party till the execution of the Conveyance/Lease of the part of the said Property to the Society. The Purchaser/s agrees and confirms that the said common amenities shall be conveyed only to the Society.

33. It is hereby agreed that even after the Society for the said Building has been formed and the transfer documents are executed in favour of the Society, the Developer/Owner-Cum-Confirming Party shall have full right and authority to use the FSI and the Owner-Cum-Confirming Party shall have full right and authority to use the Balance FSI (if any) in any other manner and the Purchaser and/or the Society to be formed and registered shall have no right of any nature whatsoever in respect thereof.

34. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property and/or various premises/building to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer/Owner-Cum-Confirming Party in the proportion of the area of the said Flat to the total area of all the premises in the said Property.

35. The Purchaser hereby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the MCGM or any other authority or becoming payable by the Developer/Owner-Cum-Confirming Party, the same shall be reimbursed by the Purchaser to the Developer/Owner-Cum-Confirming Party proportionately with respect to the said Flat and in determining such amount, the decision of the Developer/Owner-Cum-Confirming Party shall be conclusive and binding upon the Purchaser.

36. It is agreed between the parties that, if the Purchaser intends to visit the under construction project then it shall make a written request to the Developer/Owner-Cum-Confirming Party for a site visit and the Developer/Owner-Cum-Confirming Party shall within 7 (seven) working days from receipt of the request intimate the Purchaser the date and time for such visit. The Purchaser shall accordingly be entitled to site visit on the date and the time as intimated by the Developer/Owner-Cum-Confirming Party accompanied by site staff of the Developer/Owner-Cum-Confirming Party and the Purchaser agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser hereby undertakes not to hold the Developer/Owner-Cum-Confirming Party responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser, due to negligence or wrongful acts or otherwise, during the site visit.

37. After the possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at his/her/their own costs and the Developer/Owner-Cum-Confirming Party shall not be in any manner liable or responsible for the same.

38. The Purchaser shall duly observe the terms and conditions of this Agreement. Without prejudice to the generality of the foregoing, the Purchaser shall make payment of all amounts required to be paid hereunder and/or pursuant hereto on the date the same are due and/or payable (time being the essence of the contract).

39. Without prejudice to the rights of the Developer/Owner-Cum-Confirming Party to receive Interest Rate any other rights and remedies available to the Developer/Owner-Cum-Confirming Party i.e. either (a) on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer/Owner-Cum-Confirming Party under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser/s committing three defaults of payment of installments of the Consideration, the Developer/Owner-Cum-Confirming Party shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that, the Developer/Owner-Cum-Confirming Party shall give notice of 15 (fifteen) days in writing to the Purchaser/s ("**Default Notice**") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer/Owner-Cum-Confirming Party within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Developer/Owner-Cum-Confirming Party shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s ("**Developer Termination Notice**") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On receipt of the Developer Termination Notice by the Purchaser/s or in the event of cancellation of the allotment of the said Flat by the Purchaser/s for whatever reason, this Agreement shall stand terminated and cancelled;

40. In the event of cancellation of the allotment of the said Flat by the Purchaser for whatever reason or in the event of termination of the allotment of the said Flat by the Developer/Owner-Cum-Confirming Party on account of the breaches of the Purchaser, including the breach on account of delayed payments and/or failure to make payments inspite of being called upon to do so and inspite of the notice by the Developer/Owner-Cum-Confirming Party to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:-

40.1 10% of the Sale Consideration shall stand forfeited by the Developer alongwith applicable taxes thereon, ("**Liquidated Damages**") as pre-estimated liquidated damages to be paid by the Purchaser/s to the Developer/Owner-Cum-Confirming Party;

40.2 GST, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement.

40.3 The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

40.4 PRE-EMI interest (if any paid by the Promoter on behalf of the Purchaser/s);

40.5 The amount of interest payable by the Purchaser/s to the Developer/Owner-Cum-Confirming Party in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

- 40.6 In the event of the sale consideration of the New Prospective Purchaser/s being less than the consideration mentioned herein, the amount of such deficit.
- 40.7 The Developer/Owner-Cum-Confirming Party shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Developer/Owner-Cum-Confirming Party shall not be liable to pay to the Purchaser any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as GST, Stamp Duty, Registration Fees, etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and/or in or to the said Flat.
- 40.8 The refund shall be made only after the resale of allotted flat to any third party purchaser and not otherwise, after deduction as aforesaid.
- 40.9 The Purchaser shall have no claim whatsoever in respect of the said Flat on issuance of the termination letter by the Developer/Owner-Cum-Confirming Party or on issuance of a cancellation request by the Purchaser.
41. It is hereby agreed between the Developer/Owner-Cum-Confirming Party and the Purchaser that at the time of hand-over of management in favour of the Society, the Purchaser and/or the Society shall reimburse to the Developer/Owner-Cum-Confirming Party any refundable deposits paid by the Developer/Owner-Cum-Confirming Party in respect of the said Building and the infrastructure for the said Building;
42. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer/Owner-Cum-Confirming Party. All development rights with respect to the same shall remain with the Developer/Owner-Cum-Confirming Party.
43. (a) It is understood and agreed by and between the parties hereto that the terrace space/s in front of or adjacent to the flat/s in the said Building in which the said Flat is situated, if any, shall not belong to the respective purchaser/s of such flat/s and such terrace space/s shall exclusively belong to the Developer/Owner-Cum-Confirming Party. The said terrace/s shall not be used/occupied/enclosed by such flat purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer/Owner-Cum-Confirming Party or the Society, as the case may be. Provided, however that the open spaces in the building compound, terrace on the top floor, etc. of the said Building, shall belong exclusively to the Developer/Owner-Cum-Confirming Party and they alone shall have right to allot, use or create third party rights with regard to such spaces.
- (b) The Purchaser hereby consent/s to the grant of exclusive right of the said attached terrace/s to the Developer/Owner-Cum-Confirming Party to deal with the same as it may think fit so and hereby state/s, declare/s and

covenant/s that neither the Purchaser nor the said Society will have any right to deal or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the purchaser/s of such flat/s with terrace/s shall not be covenant running with the said and the said Building in favour of the said Society.

44. It is further expressly clarified, agreed and understood by and between the parties hereto that notwithstanding what is contained herein to the contrary the common terraces above the topmost floors of the said Building, shall always absolutely and exclusively belong to the Developer/Owner-Cum-Confirming Party and the Developer/Owner-Cum-Confirming Party shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Developer/Owner-Cum-Confirming Party shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser, or the said Society, and neither the Purchaser nor the said Society shall at any time raise any dispute or objection in this regard. Use of the said common terraces may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Developer/Owner-Cum-Confirming Party shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developer/Owner-Cum-Confirming Party deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/allottees. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developer/Owner-Cum-Confirming Party shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Developer/Owner-Cum-Confirming Party and the Purchaser and/or the said Society shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser will permit the authorized representative/s deputed by the Developer/Owner-Cum-Confirming Party said Society to go to the said common terraces to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favor of the Developer/Owner-Cum-Confirming Party shall be covenants running with the Land and shall form part of the conveyance/lease when executed in favour of the said Society.

45. The Developer/Owner-Cum-Confirming Party hereby represent to the Purchaser that the Developer/Owner-Cum-Confirming Party shall install CCTV System in the refuge area and on the extension of the said Building towards road side. The said system shall be maintained by the Developer/Owner-Cum-Confirming Party during course of construction and the same shall be maintained by the Society after handing over management and affairs of the said Building to the Society. The Purchaser hereby agrees and confirms that he/she/they shall not raise any objection and/or dispute for the same.

46. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the

said Flat, the Developer and the Owner-Cum-Confirming Party respectively shall be at liberty to sell, assign, mortgage or otherwise deal with their entitlement under the Development Agreement. The Developer shall also be free to construct sub-station for electricity supply, office for the Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in the Court of Law under Section 7 of Maharashtra Ownership Flats Act, 1963 and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Property.

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

48. Any delay tolerated or indulgence shown by the Developer/Owner-Cum-Confirming Party in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer/Owner-Cum-Confirming Party shall not be construed as a waiver on the part of the Developer/Owner-Cum-Confirming Party of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developer/Owner-Cum-Confirming Party;

49. The Purchaser hereby agrees regularly every month on or before the 5th day of every month beginning from the month following the month in which the Developer/Owner-Cum-Confirming Party offers to give possession of the said Flat to the Purchaser, to pay to the Developer/Owner-Cum-Confirming Party until the complete administrative control of the said Property with the said Building thereon is regained by the Society, such proportionate share as may be determined by the Developer/Owner-Cum-Confirming Party and the Owner-Cum-Confirming Party or such Society of all other outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building on the said Property and common lights, common sanitary and other utility services, garden and other services and amenities on the said Property as the case may be and in the said Building thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof, and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever.

50. The Purchaser agrees and undertakes to use the said Flat for residential purposes only and the said covenant shall be binding on any future transferee of the said Flat;

51. **COMPLETION OF DEVELOPMENT OF THE SAID PROPERTY**

51.1 The Purchaser(s) agrees that the development of the said Property shall be said to be completed only when all of the following is achieved:-

51.1.1 On the receipt of Occupation Certificate in respect of all wings of the said Building and the entire development on the said Property shall be completed.

51.1.2 In the event of amalgamation of any other Property with the said Property, the development of the entire Property shall be considered to be completed only on completion of the further construction of additional floors on the said Building or construction on the said Property by consuming F.S.I. available due to such amalgamation as may be permissible under Development Control Regulations from time to time and/ or any other law for the time being in force of the entire amalgamated Property and the date of completion shall be considered, to be the date on which the Occupation Certificate is received in respect of last of the Building after amalgamation to be constructed on said Property;

52. The stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser;

53. During the course of construction, the Purchaser may request and instruct the Developer/Owner-Cum-Confirming Party to provide extra and/or better amenities and specification in the said Flat provided the same do not involve any structural changes and are permitted by MCGM and for such superior and/or extra amenities and specifications on such extra cost and consideration as may be approved by the Developer/Owner-Cum-Confirming Party is paid by the Purchaser to the Developer/Owner-Cum-Confirming Party in advance. However, the Developer/Owner-Cum-Confirming Party shall be at liberty to refuse to change amenities and/or specifications and to refuse to carry out any alterations in the said Flat;

54. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein;

55. All notices to be served on the Developer/Owner-Cum-Confirming Party and the Purchaser as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser/s or the Developer/Owner-Cum-Confirming Party by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting their respective addresses specified below:

M/s. VASUDEV C. WADHWA CONSTRUCTION - **Developer**
301, Platina Building, 3rd floor,
Plot No. C-59, G Block, Bandra Kurla Complex,
Bandra (East), Mumbai – 400098
Notified Email ID: _____

M/s. THAKUR BROTHERS AGRICULTURAL FARM -Owner-Cum-Confirming Party
Thakur House, Ashok Nagar, Kandivali (East),
Mumbai – 400101
Notified Email ID: _____

Notified Email ID: _____

- **Purchaser/s**

It shall be the duty of the Purchaser/s and the Developer/Owner-Cum-Confirming Party 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 Developer/Owner-Cum-Confirming Party or the Purchaser/s, as the case may be.

56. It is agreed that the information, specifications, amenities, layout, pictures, etc. shown / contained in brochure shown to Purchaser/s, if any, are indicative only. The Developer/Owner-Cum-Confirming Party shall not be liable, responsible, obligated and/or required to provide any or all such amenities, specifications, etc. as contained in brochure/ layout/ pictures/ hoardings etc. 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 brochure, etc. The Developer/Owner-Cum-Confirming Party shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on brochure, etc.

57. Forwarding this Agreement to the Purchaser/s by the Developer/Owner-Cum-Confirming Party do not create a binding obligation on the part of the Developer/Owner-Cum-Confirming Party or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules and Annexure along with the payments due, as stipulated in the payment plan of the Sale Consideration, within 30 (thirty) 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 Developer/Owner-Cum-Confirming Party. If the Purchaser/s fails to execute and deliver to the Developer/Owner-Cum-Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Developer/Owner-Cum-Confirming Party, then the Developer/Owner-Cum-Confirming Party 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 application of the Purchaser/s shall be treated as cancelled and all the sums deposited by the Purchaser/s in connection therewith, including the booking amount, shall be returned to the Purchaser/s

without any interest or compensation whatsoever after forfeiting 10% amounts set out in the said Application/Booking Form/Allotment Letter.

58. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Maharashtra Ownership Flats Act, 1963 and the Registration Act and intimate to the Developer/Owner-Cum-Confirming Party the Serial Number which under this Agreement is lodged for registration and thereupon the Developer/Owner-Cum-Confirming Party shall remain present to admit execution thereof before the Sub-Registrar.

59. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act (Mah. Act No.XLV of 1963) and the Rules made thereunder and Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

60. This Agreement constitutes the whole agreement and understanding between the Purchaser on the one hand and the Developer and/or the Owner-Cum-Confirming Party on the other hand, relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

61. Nothing contained herein shall, in any manner, supersede, amend and/or modify the terms and conditions of the Development Agreement (including without limitation, the respective rights, entitlements and/or obligations of the Owner-Cum-Confirming Party and/or the Developer under the Development Agreement).

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

THE FIRST SCHEDULE ABOVE REFERRED TO (SAID PROPERTY)

ALL THOSE pieces and parcel of Land being Plot No.B, bearing CTS Nos.809-A/1/19-A/1/5 admeasuring 5050.10 sq.mtrs. and CTS Nos. 809-A/1/19-A/1/6, admeasuring 5421.00 sq.mtrs., aggregating to 10471.10 of Village Poisar, Taluka Borivali and bounded as follows:-

North	:	18.3 m D.P. Road bearing C.T.S. No. 818C/1 B(pt.) of Village Poisar.
South	:	13.4 m D.P. Road, bearing C.T.S. No. 818C/1 B(pt.) of Village Poisar.
East	:	Boundary of Property bearing C.T.S. No. 809A/1/19A/1/7 of Village Poisar.
West	:	Boundary of Property bearing C.T.S. No. 809A/1/19A/1/3 & 809A/1/19A/1/4 of Village Poisar.

THE SECOND SCHEDULE ABOVE REFERRED TO

1.	Name and address of the Developer/Owner-Cum-Confirming Party and email ID	<u>Developer</u> Email ID :- Owner-Cum-Confirming Party:- Email ID :-		
2.	Name and address of the Purchaser/s and email ID	Email ID :-		
3.	PAN No.	Developer :- Owner-Cum-Confirming Party:- Purchaser :-		
4.	Building/wing	Tower “ ” (“said Building”)		
5.	Flat details	Flat No.	Floor	Carpet Area as per the definition of carpet area in RERA sq.mtrs. The area admeasuring sq.mtrs. deck area, sq.mtrs. balcony, sq.mtrs. dry veranda/utility area, sq.mtrs. cupboard are appurtenant to the said Flat for their exclusive use.

6.	Consideration	Rs. _____/- (Rupees _____ _____ Only) payable in installments as described in the Sixth Schedule hereunder written;
7.	Possession Date for handing over possession of the said Flat	
8.	Car Parking facility	__ (__) car parking slot in the Mechanical/ Robotic Parking System (which may be in the form of surface/big/small, tandem parking or tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) to be allotted in terms of this agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Sr. No.	Description	Amount (Rs.)
1.	Amount (not exceeding 30% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party after the execution of the Agreement.	
2.	Amount (not exceeding 45% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of the Plinth of the building or wing in which the said Flat is located.	
3.	Amount (not exceeding 70% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.	
4.	Amount (not exceeding 75% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of the walls, internal plaster, floorings doors and windows of the said Flat.	
5.	Amount (not exceeding 80% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of the sanitary fittings, staircase cases, lift walls, lobbies upto the floor level of the said Flat.	
6.	Amount (not exceeding 85% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Flat is located.	
7.	Amount (not exceeding 95% of the total consideration) to be paid to the Developer/Owner-Cum-Confirming Party on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.	
8.	Balance amount against and at the time of handing over of the possession of the said Flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.	
Total		

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Particulars	Amount (Rs.)
Share Money	
Society Formation Charges	
Legal Charges , Electric meter& Water meter charges	
Development Charges payable to the Developers	

The aforesaid amounts/charges are non refundable and non accountable

Particulars	Amount (Rs.)
Corpus Fund	
Estimated Ad-hoc Maintenance Charges towards proportionate share of taxes, other charges and outgoings approximately for 4-6 months excluding Property Tax, (“ Adhoc Maintenance Deposit ”)	

The aforesaid amount after deduction therefrom of arrears of taxes, maintenance charges and expenses (inclusive of all prevailing taxes paid by the Developer on behalf of the Purchaser/s) incurred till then, will be transferred by the Developer to the Society when formed and the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the Society when formed.

THE FIFTH SCHEDULE ABOVE REFERRED TO:(SAID PROPERTY)

1.	Mortgage Deed	(i) Indenture of Mortgage dated 21 st August, executed by and between the Owner-Cum-Confirming Party herein, therein referred to as the Mortgagor and M/s. Thakur Fininvest Pvt. Ltd., registered with the office of the Sub-Registrar of Assurances at Borivali under Sr.8477/2019;
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SIGNED, SEALED AND DELIVERED)
by the within named **Developer,**)
M/s. VASUDEV C. WADHWA CONSTRUCTION)
by the hand of its authorized Signatory)
Mr. _____)

In the presence of the following witnesses...

(i))
(ii))

SIGNED, SEALED AND DELIVERED)
by the within named)
the **Owner-Cum-Confirming Party, M/s.**)
THAKUR BROTHERS AGRICULTURAL FARM,)
through its power of attorney holder,)
_____)
In the presence of the following witnesses...)
)

(i))
(ii))

SIGNED AND DELIVERED)
by the within named **Purchaser**)
)
_____)
)
)
In the presence of the following witnesses...)
(i))
(ii))

R E C E I P T

RECEIVED from **Mr.**_____ a sum of **Rs.**_____/ - (**Rupees**
_____ **Only**) on the execution of these Presents being the part consideration
within mentioned to have been paid by them to us the details of which are as under:-

Date	Cheque No.	Drawn On	Amount (Rs.)
		Total	

Witness:

1.

2.

**For M/s. VASUDEV C. WADHWA CONSTRUCTION /
M/s. THAKUR BROTHERS AGRICULTURAL FARM**

(Partner/ Authorized Signatory)