AGREEMENT FOR SALE

BY AND BETWEEN

SWAROOP CONSTRUCTIONS PRIVATE LIMITED

(“PROMOTER”)

AND

____

("PURCHASER/S")

Real Estate and Corporate Lawyers
303, 3rd Floor, Hive 67, Vora Icon,
Next to Raghuleela Mega Mall,
Kandivali West, Mumbai – 400 067

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE (“Agreement”)** is made at Mumbai, this ___ day of _______________, 2025;

BETWEEN

SWAROOP CONSTRUCTIONS PRIVATE LIMITED, a private limited company duly registered under the provisions of Companies Act, 1956, having PAN No. AAICS5270P, having their office at 7/A, Raj Niketan Building, Ground Floor, Opposite Patkar College, S.V. Road, Goregaon (West), Mumbai – 400 062 through its Directors (i) Vishal Roshanlal Agarwal and (ii) Roshanlal Chhabildas Agarwal (hereinafter referred to as the “**Promoter**”), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, successors and permitted assigns.

AND

MR./MRS./MS. __________________, of Mumbai, Indian Inhabitant, 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 his/her/their heirs, executors, administrators and assigns.

OR

____ PRIVATE LIMITED (CIN: __________), a company incorporated under the provisions of the Companies Act, 1956 or Companies Act 2013, having PAN No. ______ and having its registered office address at ___________________________________, (hereinafter referred to as the **“Purchaser/s**”), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and its assigns.

OR

M/s. ____, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932, having PAN No. _______ and having its registered office at ___________________________________, represented through its partners (i) _______________, (ii)______________ and (iii) _________________ (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 its present and future partner, their respective legal heirs, executors, successors of the firm and permitted assigns.

The Promoter and the Purchaser/s shall hereinafter, be collectively referred to as the “**Parties**” and individually as “**Party**”.

<u>WHEREAS:</u>

A. One Baba Cooperative Housing Society Limited, a co-operative housing society,

Promoter	**Purchaser/s**

registered under the Maharashtra Co-operative Societies Act, 1960 bearing its registration No BOM/HSG/5599 of 1978, having PAN AAAAB4250A and having its registered office at Baba Sadan Building No. 8, Plot No. 143/3/B, Ratan Nagar, Four Bungalows, Andheri (West), Mumbai- 400053 ("**Society**"), is the owner and is absolutely seized and possessed of and otherwise well and sufficiently entitled to all that pieces or parcels of land bearing Plot No. 143/3/B, CTS No. 831/3, Survey No. 143 admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters equivalent to 3434 (Three Thousand Four Hundred and Thirty Four) square yards or thereabouts, lying and being at Village Ambivali, Taluka Andheri, Mumbai Suburban District situated at Ratan Nagar, Four Bungalows, Andheri (West), Mumbai- 400053 (hereinafter referred to as the "**Project Land"** and the Project Land is more particularly described in the **First Schedule** hereunder written) along with the building then standing thereon known as "Building No. 8 Baba Co-operative Housing Society Ltd" *(now demolished)*, then consisting of 5 (Five) Wings i.e. A, B, C, D, and E and comprising of 71 (Seventy-One) residential flats (hereinafter referred to as the "**Building**"). The Project Land along with the Building shall hereinafter be collectively referred to as the **"Property"**.

B. As on date, the name of the Society is updated in property register card of the Project Land. The copy of the property register card and the CTS plan of the Project Land is annexed hereto and marked as **Annexure "1A"** and **Annexure "1B"** respectively**.**

C. The Promoter became entitled to the development rights in respect of the Property in the manner as set out hereinunder:

(i) Prior to 1978, one Indo Saigon Agency (**"Indo Saigon"**), having its registered address at Flat No. ½, 9th Floor, B Block, Sky Scraper, Bhulabhai Desai Road, Mumbai – 400026 was the owner of and well and sufficiently entitled to Plot No. 143/3/B, bearing CTS No. 831/3, bearing Survey No. 143 admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters equivalent to 3434 (Three Thousand Four Hundred and Thirty Four) square yards or thereabouts;

(ii) Indo Saigon submitted its plans for construction of buildings to Municipal Corporation of Greater Mumbai **("MCGM").** In accordance with the plans sanctioned by the MCGM, bearing Serial No. CE/5121/BS/II/AK dated June 03, 1976, Indo Saigon started construction of Building No. 8 known as **"**Baba Sadan**"** consisting of 5 wings i.e. A, B, C, D and E on the Project Land;

(iii) Vide an Agreement of Sale dated March 20, 1978 and duly registered with the Sub- Registrar of Assurances at Bombay, Indo Saigon agreed to sell the Property to one Mr. Manohar Shantaram Bhangle being the Chief Promoter of the Society (then proposed to be formed), as the purchaser, for a consideration and on the terms and conditions as set out therein;

Promoter	**Purchaser/s**

(iv) Subsequently, various flat purchasers of the Building, which was under construction then formed a society known as Baba Cooperative Housing Society Limited and registered under Maharashtra Cooperative Society's Act 1960 vide the Society Registration Certificate bearing Registration No. BOM/HSG/5599 of 1978 dated September 20, 1978. The copy of the Society Registration Certificate is annexed hereto as **Annexure "2";**

(v) The construction of the Building was completed by Indo Saigon in the year 1979. Accordingly, the MCGM issued an Occupation Certificate bearing No. CE/5121/BSII/AK dated September 18, 1979 with respect to the Building;

(vi) In exercise of powers vested under Section 27 (3) of the Urban Land (Ceiling & Regulation) Act, 1976, the Deputy Collector and Competent Authority (U. L. C.) Greater Bombay vide order bearing No. C/UCL/SR-27/A-9883 dated August 18, 1979 granted permission to Indo Saigon to transfer only an area admeasuring 1963.08 (One Thousand Nine Hundred and Sixty Three Point Zero Eight) square meters out of the total area of the Project Land being 2871 (Two Thousand Eight Hundred and Seventy One) square meters and which was agreed by Indo Saigon to be sold to the Society vide Agreement of Sale dated March 20, 1978;

(vii) Pursuant to the aforementioned order bearing No. C/UCL/SR-27/A-9883 dated August 18, 1979, vide an Indenture bearing Serial No. AM/2485/1979 dated October 18, 1979 and duly registered with the Sub-Registrar of Bombay, Indo Saigon granted, sold, conveyed and assured area admeasuring 1963.08 (One Thousand Nine Hundred and Sixty Three Point Zero Eight) square meters out of the total area of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters together with the Building thereon **("Conveyance I")**. The Conveyance further sets out that Indo Saigon had agreed to convey the remaining area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters of the Land subject to the receipt of a no-objection from the concerned authority;

(viii) Subsequently, in exercise of powers vested under Section 20 (1) of the ULC Act, the Under Secretary to the Government of Maharashtra, vide an order bearing No. I.D.V./1079/956/XXXV/V dated January 24, 1980 granted permission to Indo Saigon to transfer the remaining area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters forming the part of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters agreed to be sold by Indo Saigon to the Society vide Agreement of Sale dated March 20, 1978;

(ix) Pursuant to the aforementioned order bearing No. I.D.V./1079/956/XXXV/V dated January 24, 1980, vide an Indenture dated September 5, 1980 duly registered with the Jt. District Registrar Class II Mumbai under serial No. S-2028/1980 Indo Saigon granted, sold,

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conveyed and assured area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters out of the total area of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters together with the Building thereon in favour of the Society **("Conveyance–II")**;

(x) Consequently, in terms of Conveyance I and Conveyance II, the Society became the owner of and/or solely and absolutely entitled to the Property.

(xi) The Building was constructed approximately 44 years ago and was in dilapidated condition. Therefore, after considering various aspects in detail, in its special general body meeting held on November 17, 2019, the Society had decided to go for redevelopment of the Property.

(xii) Thereafter, the Society decided to invite offers from the prospective developers for the purpose of redevelopment. The Society had received various offers from various developers, including the offer letter dated from the Promoter herein. Such offer was negotiated between the Promoter and the Society and accordingly, the agreed to appoint the Promoter herein as the developer for the purpose of redevelopment of the Property.

(xiii) Accordingly, the Society vide its Special General Body Meeting on April 09, 2023 appointed the Developer as the developer, for carrying out the redevelopment of the Property as per the provisions of Section 79A of the Maharashtra Co-operative Societies Act, 1960.

(xiv) Consequently, vide a Development Agreement dated November 21, 2023, duly registered with the Joint Sub-registrar at Andheri No. 6, under serial no. BDR-17/17144/2023 (hereinafter referred to as the "**Development Agreement**"), the Society, along with the members mentioned therein, granted and confirmed unto the Developer, the sole and exclusive redevelopment rights to redevelop the Property, by demolishing the Building and construct new building/s thereon, for such consideration and benefits and on the terms and conditions as mentioned therein.

(xv) Subsequently, vide (i) Deed of Confirmation dated December 26, 2023 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/17738/2023 executed by and between the Developer, the Society and certain members of the Society (hereinafter referred to as the "**Deed of Confirmation 1**"), and (ii) Second Deed of Confirmation dated January 29, 2024 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/1324/2024 executed by and between the Developer, the Society and certain members of the Society (hereinafter referred to as the "**Deed of Confirmation 2**"), certain other members of the Society therein confirmed the contents of the Development Agreement and further, confirmed and

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agreed that they are bound by the terms and conditions of the Development Agreement.

(xvi) Pursuant to the Development Agreement, the Society also executed an Irrevocable Specific Power of Attorney dated March 11, 2024, duly registered with the Joint Sub-registrar of Assurances at Andheri No. 6 under serial no. BDR-17/4283/2024 if favour of the Developer (hereinafter referred to as the "**Power of Attorney**"), whereby the Society appointed the Developer acting through its directors, as their true and lawful attorney to act, whether jointly or severally and to execute and perform such acts, deeds, matters and things for the redevelopment of the Property, as more particularly set out therein.

D. In lieu of the above, the Promoter is well and sufficiently entitled to the development rights in the Property.

E. The details pertaining to the title of the Promoter with respect to the Project Land, the pertinent approvals and permissions issued in respect of the said Property, litigation proceedings in respect of the said Property (if any), covenants (if any) affecting the said Property, impediments (if any) attached to the said Property, encroachments (if any) on the said Property, permissions to be obtained (if any) which affects the Promoter's title to the said properties, and mortgages/charges on the said Property (*if any*) are elucidated in the Title Certificate dated June 24, 2024 issued by JS Law Associates, a copy whereof is annexed hereto and marked as **Annexure "3"**.

F. The Promoter, for undertaking the redevelopment of the Property, has obtained all the requisite permissions and sanctions from the MCGM/BMC and the concerned authorities and the Property is presently being developed under the following approvals:

(i) Intimation of Disapproval ("**IOD**") dated December 19, 2024 bearing ref. no. P-21397/2024/(831/3)/K/W Ward/AMBIVALI/IOD/1/New;

(ii) Commencement Certificate ("**CC**") dated ______ bearing no. P____________, up to plinth.

The copies of the aforementioned IOD and CC are annexed hereto and marked as **Annexure "4"**.

G. Pursuant to the receipt of CC and the sanctioned plans, the Promoter has commenced the construction of the new building on Project Land to be named as "______" consisting of _______ plus _______ upper floors ("**New Building/s**") in accordance with the building rules and regulations of the MCGM/BMC and the provisions of the Development Control and Promotion Regulations for Greater Mumbai 2034 (collectively "**DC Rules**") and such other laws, rules and

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regulations as may be in force at present and/or at any time hereafter by utilizing the entire development potential of the Project Land including the Zonal FSI, the setback area FSI, the Transferable Development Rights FSI (TDR FSI), fungible compensatory FSI or any other permissible FSI as may be permitted and all other areas as may be available, in accordance with the rules and regulations both present and as may be modified from time to time and sanctioned by the concerned authorities for construction on the Project Land ("**Project**") and the Project is to be known as "_______". The copy of the plans of the New Building/s as approved by the concerned authority is annexed hereto and marked as **Annexure "5"**.

H. The Promoter declares that the FSI available as on date in respect of the Project Land is ____ square meters and the Promoter has planned to utilize FSI of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the DC Rules or based on expectation of increased FSI which may be available in future on modification to DC Rules, which are applicable to the Project. The Promoter has disclosed the FSI of _______ as proposed to be utilized by him on the Project Land in the Project and the Purchaser/s has/have agreed to purchase the Flat/ Unit *(as defined hereunder)* based on the proposed construction and sale of flats/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

I. The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Project Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Project Land to be handed over for complying with the terms and conditions of statutory approvals.

J. The Promoter has entered into an agreement as prescribed by the Council of Architect, appointing _________ ("**Architects**") represented by ________ (who is registered with the Council of Architects).

K. The Promoter has also appointed _______ as structural engineers for preparing structural designs and drawings and specifications of the New Building/s (*as defined hereinafter*) ("**Engineers**") to be constructed on the Project Land.

L. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") with the Real Estate Regulatory Authority at Maharashtra under no. _______________, an authenticated copy of the same is attached herewith as **Annexure "6"**.

M. The Purchaser/s applied to the Promoter for the sale of a residential flat/ commercial unit to the Purchaser/s being flat/shop/office no. ___ on ___ floor, in ____ Wing of the New Building/s in the Project to be known as '_______' i.e., the Flat/ Unit *(as defined hereunder)* along with __ open/ covered car parking space bearing no. ______ at ______ basement/podium/stilt/ mechanical

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admeasuring _____ (_______) square feet having ______ (____) feet length, _______ (____) feet breadth and _______ (_____) feet vertical clearance, to be constructed on the Project Land.

N. The RERA carpet area of the Flat/Unit *(as defined hereunder)* is ______ (__________) square feet and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat/Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat/Unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

O. The Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Project Land, plans, designs and specifications prepared by the Promoter architects and of such other documents as are specified under the RERA and the rules made thereunder, and satisfactory inspection of the certificate of title issued by their Advocate appointed by them, copy of property register cards extracts, and all other revenue records showing the title of the Project Land. The copy of the title certificate issued by the advocate of the Co-Promoter with respect to the Project Land are annexed as Annexure "3".

P. The Purchaser/s hereby confirm(s) and acknowledge(s) that he/she/they has/have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under the RERA and has satisfied himself/herself/themselves about the title of the Promoter and the Purchaser/s confirm that he/she/they are entering into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same.

Q. Prior to the execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises *(defined hereunder)*, made enquiries thereon and is satisfied with respect to (i) the title of the Promoter to develop the Project Land, and such title being clear and marketable; (ii) the approvals and permissions obtained till date and (iii) the Promoter' entitlement to develop the Project and construct the Project under various provisions of applicable law and sell the premises therein. The Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Project Land. The Purchaser/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Purchaser/s has/have the financial capability to consummate the transaction. **[Note: This granular specification of what all has been disclosed to the Purchaser/s and recording his/her/their satisfaction, is absent in the Model AFS. However, this is factually correct in our case as all these details are always specifically disclosed to the Purchaser/s prior to execution of the AFS].**

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R. Prior to the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of INR ________ (Indian Rupees ______________ Only) being the earnest money, out of the total out of the total consideration i.e. INR _______ (Indian Rupees _______ Only) *[inclusive of TDS @ 1% of the agreed consideration i.e. INR ______/- (Indian Rupees ___________ Only)]* payable for the Flat/Unit agreed to be sold by the Promoter to the Purchaser/s as an advance payment (the payment and receipt whereof the Promoter do thereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the total price in the manner hereinafter appearing.

S. The Promoter has, accordingly, agreed to sell to the Purchaser/s the Flat/Unit and the Purchaser/s has/have agreed to purchase from the Promoter the Flat/Unit on such terms and conditions more particularly mentioned hereinafter.

T. Under section 13 of RERA, the Promoter are required to execute a written agreement for sale of the Flat/Unit with the Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

U. The Parties hereto are now desirous of executing this Agreement for recording in writing the terms and conditions mutually agreed between them for undertaking the redevelopment of the Property, which are as hereinafter appearing.

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

1. RECITALS

The aforesaid recitals shall form an integral and operative part of this Agreement.

The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.

2. CONSIDERATION

2.1 The Purchaser/s agree(s) to purchase from the Promoter and the Promoter agree to sell to the Purchaser/s a residential flat/ commercial unit bearing flat/ shop/office no. _________ on the ______ floor in ____ Wing of the New Building/s admeasuring _________ (___________) square feet RERA carpet area in "_______________" ("**Flat/Unit**") as shown in the floor plan thereof hereto annexed and marked as **Annexure "7"**, for the consideration of INR ____________/- (Indian Rupees ________________________________ Only) *[inclusive of TDS @ 1% of the agreed consideration i.e. INR ______/- (Indian Rupees*

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__________ *Only)]* ("**Consideration**") including INR __________/- (Indian Rupees _______________ Only) being the proportionate price of the common areas and facilities appurtenant to the Premises, the nature, extent and description of the common areas and facilities which area more particularly described in the **Second Schedule** hereunder written.

2.2 The Purchaser hereby agrees to purchase form the Promoter and the Promoter hereby agrees to sell to the allottee garage/covered car parking spaces bearing nos. ___, admeasuring _____ (_______) square feet, having ______ (____) feet length, _______ (____) feet breadth and _______ (_____) feet vertical clearance and situated at ______ basement/podium/ stilt/ mechanical being constructed in the layout **("Car Parking Space")** for the consideration of INR _____________/- (Indian Rupees _______________ Only) as shown in car parking plan hereto annexed and marked as **Annexure "8"** (the Flat/Unit and the Car Parking Space shall hereinafter be referred to as **"Premises"**). The Premises agreed to be sold hereunder are more particularly described in the **Third Schedule** hereunder written.

2.3 The Consideration shall be exclusive of all taxes, levies, duties, cesses etc., which may be levied in connection with the construction of and carrying out the Project up to the date of handing over the possession of the Premises. It is further clarified that, all such taxes, levies, duties, cesses (*whether applicable/payable now or become applicable/payable in future*) including Goods & Services Tax ("**GST**") and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. **[Note: While this specific language is absent in the Model Form AFS, the intent of Model Form AFS is clear that the Consideration is exclusive of taxes and all taxes are to be paid by the Purchaser/s. Hence this addition is in accordance with the Model Form AFS]**

2.4 The 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 Promoter undertake and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

3. PAYMENT

Promoter	**Purchaser/s**

3.1 The Purchaser/s shall deduct tax at source ("**TDS**") from each instalment of the Consideration as required under the Income-tax Act, 1961. The Purchaser/s shall hand over the TDS Challan payment to the Promoter, within 7 (seven) days from the payment of such instalment of the Consideration. The Purchaser/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Purchaser/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Purchaser/s, without any delay or demur. **[Note: while this clause is absent in the Model Form AFS, deduction of TDS is a mandatory statutory compliance]**

3.2 The Purchaser/s hereby agrees and confirms that it shall be a mandatory obligation on the Purchaser/s to deduct TDS and make the payment thereto to the concerned authorities in timely manner as aforementioned.

3.3 In case if the Purchaser/s is/are Non-Resident/s of India, then the Purchaser/s shall be liable to pay the TDS as applicable thereto and shall be liable to follow the specified rules and regulations issued by the income tax department and/or any other concerned authorities, as applicable. **[Note: While this clause is absent in the Model Form AFS, deduction of TDS for NRI is a mandatory statutory compliance]**

3.4 The Purchaser/s hereby undertakes to pay the amount of the GST along with each instalment to the Promoter. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof.

3.5 The Purchaser/s has/have paid on or before execution of this agreement a sum of INR __________ (Indian Rupees ________________________ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of INR ____________ (Indian Rupees ________________ Only), and shall be deposited in RERA Designated Collection Bank Account of the Promoter, _____ Bank, _____ Branch, having IFSC Code __________, situated at __________. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having the following account numbers being Account No. __________ and __________. The Purchaser/s hereby agree/s to pay to the Promoter the said balance amount in the following manner:

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i. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of this Agreement;

ii. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the New Building/s in which the said Flat/Unit is located;

iii. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the New Building/s or wing in which the said Flat/Unit is located.

iv. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Flat;

v. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Flat;

vi. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building/s in which the said Flat/Unit is located;

vii. Amount of INR ____________ (Indian Rupees ________________ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 New Building/s or wing in which the Flat/Unit is located.

viii. Balance Amount of INR ____________ (Indian Rupees ________________ Only) against and at the time of handing over of the possession of the Flat/Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

3.6 The Purchaser/s declares and confirms that all the payments under this Agreement made by the Purchaser/s shall always be from the bank account of the Purchaser/s and/or Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons' account (excluding the

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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 Premises in favour of such other person.

3.7 The Promoter 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 Promoter, 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 Promoter and continue to keep the Promoter 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/her/their own account or made through third-party.

3.8 In the event the Purchaser/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the Premises or exercise the option to terminate this Agreement for Sale.

3.9 In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for liquidated damages, 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 Promoter subject to any terms and conditions of any order issued by any of the statutory authorities or agency. The Promoter shall not be liable to pay any amounts to the statutory authorities or agency over and above the amount payable by the Promoter to the Purchaser/s, after deduction of liquidated damages, earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, and any such sum shall be payable to the authorities or agency by the Purchaser/s.

3.10 It is expressly agreed that upon such termination by the Promoter, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the Premises in any manner whatsoever.

3.11 The Purchaser/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Purchaser/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

3.12 On a written demand being made by the Promoter upon the Purchaser/s with

Promoter	**Purchaser/s**

respect to a payment amount (whether the Consideration or any other amount payable in terms of this Agreement), the Purchaser/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. **[Note: While the 7 (seven) day period is not in Model Form AFS, Clause 2.2 of the Model Form AFS states that time is the essence for both Promoter and Purchaser/s and the Purchaser/s shall make timely payments of all his dues. Thus, specifying a 7 (seven) day period is in accordance with the Model Form AFS]**

3.13 The intimation, as aforementioned, forwarded by the Promoter to the Purchaser/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Purchaser/s including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Purchaser/s, and non-receipt thereof by the Purchaser/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3.14 The Purchaser/s shall make all payments as mentioned in the Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/RTGS/NEFT/ drawn in favour of/to the account of the Promoter, which account is detailed in Clause 27 herein below.

3.15 In case the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein in Clause 3.5. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed herein in Clause 3.5, then the Purchaser/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed herein in Clause 3.5, otherwise, the same shall be construed as a default on the part of the Purchaser/s and the Promoter shall be entitled to exercise the provisions of Clause 6 herein below. The Purchaser/s further agree(s) and confirm(s) that in the event the Purchaser/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 4 herein below, the Purchaser/s shall give his/her/their/its consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule set out in Clause 3.5, upon receiving the demand letter/notice from the Promoter addressed to the Purchaser/s and to the bank/financial institution, under intimation to the Purchaser/s. **[Note: Many Purchaser/s take bank funding to pay the sale consideration and adding such a clause is very helpful for all parties and is also required by the bank]**

4. LOAN AND MORTGAGE BY PURCHASER/S

Promoter	**Purchaser/s**

4.1 For payment of installments of the Consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Purchaser/s shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser/s for availing any such loan and for creation of any such mortgage/charge, in the event the Purchaser/s has/have defaulted in making payment of the Consideration and/or other amounts payable by the Purchaser/s under this Agreement.

4.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Purchaser/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

4.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Purchaser/s under this Agreement and in terms of Clause 14.5 herein below, and shall also observe and be compliant with the terms of Clause 3.15 of this Agreement.

5. INSPECTION OF COMPLETION OF PARTICULAR STAGE OF CONSTRUCTION

It is agreed that any communication in writing by the Promoter to the Purchaser/s for inspection of the said Premises by the Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 (seven) days of such notice, the Purchaser/s shall pay to the Promoter the requisite installment of the Consideration.

6. TIMELINE TO MAKE PAYMENT AND DEFAULT MECHANISM

6.1 The Purchaser/s agrees to pay to the Promoter the aforesaid installments within 7 (seven) days from the date of demand by the Promoter. In the event the Purchaser/s defaults in making such payment within the stipulated time line as mentioned hereinabove, the Purchaser/s shall be liable to pay to the Promoter such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% (two) percent on all the delayed payments which become due and payable by the Purchaser/s under this Agreement from the date the said amount is payable by the Purchaser/s till realization of the same. The Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the Premises agreed to be acquired by the

Promoter	**Purchaser/s**

Purchaser/s.

6.2 In the event the Purchaser/s default(s) in paying the interest as contemplated in Clause 6.1 herein above, then in that case, the Promoter shall have the absolute right to rescind this Agreement, at the cost and consequence of the Purchaser/s.

6.3 Without prejudice to the right of the Promoter to charge interest in terms of clause 6.1 as aforementioned, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter (including his/her/their proportionate share of taxes, rates, cesses, other charges and all other outgoings) under this Agreement and/or on the Purchaser/s committing three defaults of payment of installment of the Consideration under this Agreement, and/or the Purchaser/s committing breach of any of the terms herein contained, the Promoter shall be at liberty to terminate this Agreement without any reference or recourse to the Purchaser/s. Provided that the Promoter shall give 15 (fifteen) days' notice in writing by courier, email, registered post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement ("**Default Notice**"). If the Purchaser/s fails to rectify the breach or breaches, mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest thereon then at the end of such notice period, Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s, by courier/ E-mail/ registered post A.D. at the address provided by the Purchaser/s (**Promoter's Termination Notice**"). On receipt of the Promoter's Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled. On termination and cancellation of this Agreement in the manner stated herein and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit a minimum of ________% (_______ Percent) of the Consideration amount or a minimum of ________% (_________ Percent) of the Consideration in case any brokerage being paid with respect to the sale of the Flat, as and by way of agreed genuine pre-estimate liquidated damages and not by way of penalty. Upon termination of as aforesaid, the Promoter after forfeiting the aforesaid amount and also after deducting interest on any overdue payments, shall refund to the Purchasers the balance amount, if any, of the paid-up Consideration in respect of the Premises, within 30 (thirty) days of the termination. Further, the Promoter shall not be liable to reimburse to the Purchaser/s any Government Charges such as stamp duty, registration charges, GST etc., and all such charges shall be claimed by the Purchaser/s directly from the respective concerned authorities. Upon the termination of this Agreement, under this clause, the Promoter shall be at liberty to sell the Premises to any other person of their choice and at such price as the Promoter may deem fit and the Purchaser/s shall not object to the same.

6.4 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Purchaser/s to the Promoter

Promoter	**Purchaser/s**

either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Purchaser/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may, in its sole discretion, deem fit.

6.5 Further, it is hereby agreed by the Purchaser/s that upon the Promoter/s Termination Notice and within 30 (Thirty) days, the Purchaser/s shall execute and register a deed of cancellation in respect of the Premises.

7. COMPLIANCE

7.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by MCGM/BMC, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Purchaser/s, obtain from the MCGM/BMC and/or concerned authorities occupancy certificate ("**OC**") in respect thereof.

7.2 The Promoter shall construct the New Building/s in accordance with the plans, designs and specifications approved by the MCGM/BMC and which has been seen and approved by the Purchaser/s. The Purchaser/s agree/s that the Promoter are/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Promoter thinks appropriate or as may be required by MCGM/BMC which does not affect the area of the Premises, provided that the Promoter shall obtain a prior written consent of the Purchaser/s in respect of any variation or modifications which may adversely affect the Flat/Unit allotted to the Purchaser/s.

8. VARIATION IN CARPET AREA/ TOLERANCE LIMIT

The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the New Buildings/s is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total consideration for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area than 3% (three percent) i.e., the defined limit, then the Promoter shall refund the excess money paid by the Purchaser/s within 45 (Forty-Five) days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s than 3% (Three Percent), the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the payment schedule i.e., at the time of handing over of the possession of the Flat/Unit to the Purchaser/s upon the receipt of the occupation certificate. All the monetary adjustments shall be made at the same rate per square meters as agreed in Clause

Promoter	**Purchaser/s**

2.1 of this Agreement.

The Purchaser/s agree/s and confirm/s that there could be variation in the carpet area of the completed Premises on measurement thereof, to the extent of 3% (three percent) as aforesaid as a result of construction/execution/finishing or measurement variances etc. The Purchaser/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Consideration on account of such variation (if any).

9. VERIFICATION OF TITLE BY PURCHASER/S

9.1 The Purchaser/s has/ have made enquiries and is/ are satisfied that the title of the Promoter to the Project Land is marketable and free from encumbrances and that the Promoter has the authority to develop the same. The Purchaser/s has/ have inspected the title certificate issued by the Advocate of the Promoter. The Purchaser/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

9.2 The Purchaser/s is/are satisfied that the Promoter has obtained the necessary permissions, approvals required for development of the said Project Land and pursuant thereto, the Promoter herein is entitled to develop the Project Land.

9.3 The Purchaser/s has/have carried out his/her/its'/their independent due diligence and search in respect of the development of the Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Project.

10. COMMON AREA AND AMENITIES

10.1 The nature, extent and description of the common/limited area and facilities to be provided in the New Building/s are more particularly described in the list set out in the Second Schedule hereunder written.

10.2 The fittings and amenities to be provided by the Promoter in the Flat/Unit are those as set out in **Annexure "9"** hereto.

10.3 The Purchaser/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Purchaser/s is/are aware that he/she/it/they shall only be permitted to use the common amenities in the New Building/s and the Project in common with other Purchaser/s and users in the Project.

10.4 In the event the Purchaser/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the Flat/Unit, save and except as set out in the Annexure 9 hereto ("**Optional Fittings/Furniture/Fixtures/Equipment**"), then the Purchaser/s agree(s) and

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confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Purchaser/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST (if applicable), Service Tax, and all other indirect taxes thereon.

10.5 The amenities and any other areas in the New Building/s as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Project/ Project Land shall be an integral part of the layout of the development of the Project and the Project Land and neither the Purchaser/s nor any person or entity on the Purchaser/s's behalf shall, at any time claim any exclusive rights with respect to the same.

10.6 The Purchaser/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

10.7 It is also clarified that certain facilities shall have usage charges and the same shall be paid by the Purchaser/s as and when demanded by the Promoter along with applicable taxes thereon.

10.8 The rights and entitlements of the Purchaser/s under this Agreement are restricted to the right and entitlement to receive the Premises, subject to the terms and conditions of this Agreement.

11. RIGHTS AND ENTITLEMENT OF THE PROMOTER AND NATURE OF DEVELOPMENT OF THE PROJECT LAND

The Purchaser/s hereby agree(s), accept(s) and confirm(s) that the Promoter are entitled to the rights and entitlements in this Agreement including as stated in this Clause 11 that:

11.1 The Project Land are being developed by constructing and developing buildings/towers/wings/structures for residential/ non-residential users as may be permissible. The Promoter shall be entitled to develop the Project Land as the Promoter deem fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard.

11.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Project Land and/or adjoining properties (including by way of FSI and Transfer of Development Rights ("**TDR**") nomenclatured in any manner including extra / further/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Project

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Land or any part thereof and adjoining properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself and may be utilised by the Promoter as the Promoter deem fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility(ies) and all other areas, etc. The Purchaser/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the Premises based on the unfettered rights of the Promoter in this regard.

11.3 The Promoter 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 Project Land. The Promoter has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of flats/units/premises in the 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 purchaser/s of flats/units/premises in the Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the purchaser/s of flats/units/premises in the Project shall object to the Promoter laying through or under or over the land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Project Land.

11.4 The overall development of the Project Land being dynamic in nature, may warrant changing or shifting the place/location on which common amenities are provided. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Purchaser/s agree(s) and accept(s) that the common areas and facilities as well as the amenities may not be provided simultaneously/contemporaneously with offering of possession of the Premises and might be provided only subsequently.

11.5 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Project, and/or the Project Land or any part thereof including any common areas facilities and amenities and limited

Promoter	**Purchaser/s**

common areas on such terms and conditions as it may in its sole discretion deem fit.

11.6 Until handover of the New Building to the Society, the Promoter shall always be entitled to put a hoarding on any part of the Project or the Project Land including on the terrace and/or on the parapet wall and/or on the Project Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Project or on the Project Land as the case may be. Until such handover to the Society, the Promoter shall be entitled to use and allow third parties to use any part of the Project and/or the Project Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

11.7 In the event any flats/premises/spaces/areas in the Project are unsold/unallotted/unassigned after the receipt of the OC, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove, subject to the terms of the Development Agreement.

11.8 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project. The Purchaser/s is/are aware that the main water/drainage pipes of the Project may pass through certain areas within the said Premises. The Purchaser/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

12. POSSESSION TIMELINE, DELAY AND TERMINATION

12.1 Upon completion of construction of the New Building/s and receipt of the occupation certificate in respect thereof, the Promoter shall endeavor to put the Purchaser/s in possession to occupy the Flat, which shall be on or before ____________, and if construction of the New Building/s is not completed on or before _____________, then the Promoter shall complete construction of the New Building/s within a further penalty free grace period of 12 (Twelve) months ("**Possession Date**"). However, the aforesaid timelines are subject to the Force

Promoter	**Purchaser/s**

Majeure Events and/or the extension granted by the RERA authorities in case of any other justifiable reasons.

12.2 However, save and except, in cases of Force Majeure or the cases where RERA authority grants extension to the Promoter for justifiable reasons, if the Promoter fail or neglect to give possession of the Premises to the Purchaser/s on the Possession Date, then the Purchaser/s shall be entitled to either of the following:

(i) the Purchaser/s may call upon the Promoter by giving a written notice by courier/E-mail/ registered post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) for every month of delay from the Possession Date, on such amount of Consideration paid by the Purchaser/s to the Promoter till the Possession Date. The interest shall be paid by the Promoter to the Purchaser/s till the date of offering hand over of possession of the Flat/Unit by the Promoter to the Purchaser/s; **OR**

(ii) the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier/E-mail/ Registered Post A.D. at the addressed provided by the Promoter. On receipt of the notice by the Promoter, this Agreement shall stand terminated and cancelled. Upon registration of the deed of cancellation in respect of the Premises and upon the resale of the Premises i.e., upon the Promoter subsequently selling and transferring the Premises to another purchaser/s and receipt of the sale consideration thereon, the Promoter shall within a period of 30 (Thirty) days, refund to the Purchaser/s the amounts already received by them in respect of the Flat/Unit with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Upon the registration of the deed of cancellation, the Purchaser/s shall have no claims of any nature whatsoever on the Promoter or the Premises and the Promoter shall be entitled to deal with and/or dispose of the same in the manner as it may deem fit and proper.

The Purchaser/s hereby acknowledge(s) and agree(s) that he/ she/ they shall within a period of 15 (fifteen) days from the date of such failure, choose either of the aforesaid remedies as set out in Clause 12.2 (i) and (ii) and not both. It is further agreed by the Purchaser/s that in case the Purchaser/s elect(s) his/her/their remedy under Clause 12.2 (i) herein then in such case the Purchaser/s shall not subsequently be entitled to the remedy under Clause 12.2 (ii) herein. **[Note: This is as per S. 18 of the Act which requires the Purchaser/s to elect either of the remedies viz. continue with interest or exit with refund and interest]**

Promoter	**Purchaser/s**

12.3 Time is of the essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof. Similarly, the Purchaser/s shall make timely payments of all instalments of the Consideration and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

13. FORCE MAJEURE EVENTS

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of New Building/s in which the Flat/Unit is situated is delayed on account of: -

a. war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project; or

b. Any written or oral notice, order, rule, notification of the Government and/or other public or other competent authority/court.

14. PROCEDURE FOR TAKING POSSESSION

14.1 Upon the obtainment of the Occupation Certificate by the Promoter and upon the payment by the Purchaser/s of the requisite instalments of the Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Premises to the Purchaser/s in writing ("**Possession Notice**"). The Promoter, on its behalf, shall offer the possession of the Premises to the Purchaser/s in writing within 7 (seven) days of receiving the Occupation Certificate.

14.2 The Purchaser/s shall take possession of the Premises within 15 (Fifteen) days of the Possession Notice.

14.3 The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes/commercial purposes. The Purchaser/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location in the New Building/s.

14.4 Upon receiving the Possession Notice from the Promoter as per Clause 14.1 hereinabove, the Purchaser/s shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter and the Promoter shall give possession of the Premises to the Purchaser/s. Irrespective of whether the Purchaser/s takes or fails to take possession of the Premises within the time period provided in Clause 14.2 above, such Purchaser/s shall continue to be liable to pay maintenance and all other charges with respect to the Premises and

Promoter	**Purchaser/s**

the New Building/s, as applicable.

14.5 Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Flat) of outgoings in respect of the Project Land and/or the New Building/s and/or the Premises namely local taxes, non-agricultural assessment, maintenance charges, betterment charges or such other charges levied by the concerned local authority, MCGM/BMC, and/or Government, water charges, water through tankers charges, insurance, common lights, all type of repairs, and salaries of clerks, gardener, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Premises and the New Building/s. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 01st (First) day of each and every month in advance and shall not withhold the same for any reason whatsoever.

14.6 Post receipt of the Possession Notice, the Purchaser/s may undertake any fit-out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities, the Promoter and after depositing such amount as may be specified by the Promoter as an interest-free deposit which will be refunded without interest upon completion of the fit outs. The Purchaser/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Project and its common areas etc., and/or any neighboring flats/premises in the Project and/or the equipment's installed therein and subject to the debris being completely removed from the New Building/s, the and/or the Project Land. Further, prior to the Purchaser/s carrying out any fit out activities in the Flat/Unit, the Purchaser/s shall show the Promoter all the alterations to be carried out by the Purchaser/s and the same shall be subject to the approval of the Promoter so that the structural integrity of the New Building/s and/or other flats/premises in the New Building/s is not compromised due to the negligence and/or omission by the Purchaser/s and/or his/her/ their contractors, laborers, architects, designers etc. **[Note: while absent in the Model Form AFS, this clause is in accordance with the Purchaser/s Covenants at Clause 14 of the Model Form AFS. While undertaking such fit outs, the Purchaser/s is/are required to comply with all approvals and requirements of law, which is what this clause states]**

14.7 <u>Amounts Payable by Purchaser/s:</u> The Purchaser/s shall, on or before delivery of possession of the Premises, keep deposited with the Promoter, the following amounts:

(a) INR ______/- (Indian Rupees ________ Only) for legal charges;

(b) INR _______/- (Indian Rupees ________ Only) for share money/membership fees application entrance fee of the Society;

Promoter	**Purchaser/s**

(c) INR ___/- (Indian Rupees _______ Only) for Society share certificate issue charges;

(d) INR ___/- (Indian Rupees _______ Only) towards corpus fund/non-refundable deposit payable to the Society;

(e) INR ______/- (Indian Rupees __________ Only), towards corpus fund/non-refundable deposit payable to the Society;

(f) INR ______/- (Indian Rupees __________ Only) towards the maintenance charges, water tax and property taxes on provisional basis for the first 12 months (approx); and

(g) Save and except the amount as aforesaid, the Purchaser/s shall be liable to pay all such amounts including but not limited to the proportionate share of taxes and other charges.

(h) Further, save and except the amounts aforesaid, the Purchaser/s shall be liable to pay any shortfall in the aforesaid amounts or any such additional amounts which may become due and payable at the time of taking the possession of the Premises and the same shall be paid by the Purchaser/s on/before taking the possession of the Premises.

15. Member of Society: The Purchaser/s herein shall be enrolled as members of the Society within a period of ___ (___) months after receiving a written intimation thereof from the Promoter of the receipt of the OC of the New Building/s and upon the submission of the photocopy of this Agreement duly stamped and registered and on payment of the aforesaid sum of INR ___/- (Indian Rupees _____ Only) towards share money/membership fees application entrance fee of the Society, INR _______/- (Indian Rupees __________ Only) towards corpus/non-refundable deposit to the Society and all such amounts payable by the Purchaser/s under this Agreement. For the aforesaid purpose the Purchaser/s, shall from time to time, sign and execute the application for membership and other papers and documents necessary for being member of the Society PROVIDED HOWEVER that the Purchaser/s shall be entitled to be enrolled as members of the Society only after the Purchaser/s has/ have paid the full Consideration and all the amounts payable under this Agreement to the Promoter and/or any other authority/authorities and the Purchaser/s has/ have complied will all such necessary requirements.

The Society shall make the Purchaser/s as the member/s of the Society within 15 (Fifteen) days from the intimation by the Developer to the Society. After the Purchaser/s have become the member/s of the Society, the Society shall be liable to the maintenance charges and outgoings directly to the Society as per the bills as may be raised by the Society from time to time.

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16. DEFECTS

16.1 The defect liability period shall be for a period of 5 (Five) years, for any structural defects or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter under the Agreement with respect to the construction of the New Building/s and for waterproofing of terrace and toilets from the date of the receipt of OC and handing over the possession of the Premises to the Purchaser/s ("**Defect Liability Period**"). During the Defect Liability Period, the Promoter shall be responsible for rectifying any defect/deficiency arising in the Premises, which is purely attributable to the work carried out by the Promoter. If during the Defect Liability Period, the Purchaser/s find any defect in the Flat/Unit, which is attributable to the work carried out by the Promoter, the Purchaser/s shall provide a written Notice of the same to the Promoter.

16.2 Within 15 (Fifteen) days of receipt of such written Notice, the Promoter's representative will carry out an inspection of such defect. If the defect is found to be attributable to the work carried out by the Promoter, the Promoter will be liable to rectify such defect within a period of 30 (Thirty) days from the date of such inspection, subject to feasibility of completing such work within the aforesaid timelines. In the event the Promoter, is not able to rectify such defect within such timelines the Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the RERA.

16.3 It is hereby agreed and understood by the Purchaser/s that the Promoter shall not be responsible for any defect arising due to any act or omission or negligence by the Purchaser/s such as making any internal structural/ non-structural changes thereby causing damage to the Premises, during the course of fit out/ furnishing the Premises doing any act, deed, matter or thing resulting into leakage/ damage to the Premises or other flats/ premises in the New Building/s or its common passages, staircases, etc. The Purchaser/s hereby indemnifies and shall keep the Promoter indemnified for any such defect. It is further agreed and understood that the Promoter shall also not be responsible for any defect arising due to the Force Majeure event or any event beyond the reasonable control of the Promoter.

16.4 In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Purchaser/s and any other purchaser/s of the other flats/units in the Project. The Purchaser/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Purchaser/s and any other purchaser/s of the Project and the Purchaser/s shall not raise any claim(s) against the Promoter in

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this regard.

16.5 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.

16.6 Further, wherever there is a third-party warranty/ guarantee given in respect of any work/installation in the New Building/s and/or the Premises, the Society/the Purchaser/s will contact the respective manufacturers and/or service providers to rectify any defect in the Premises or the amenities and it is agreed by the Purchaser/s that the Promoter shall not be liable for the same.

16.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects to state the defects in materials used, in structure built of the Premises/ New Building/s, workmanship etc.

17. TRANSFER OF THE PREMISES

17.1 The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Premises or dispose of or alienate otherwise howsoever, the Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

17.2 Without prejudice to what is stated at Clause 17.1 herein, in the event the Purchaser/s intend(s) to sell, transfer, assign and/or deal with or dispose of the Premises and/or the Purchaser/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the Premises as well as the Purchaser/s' right(s), title and interest under this Agreement ("**ROFR**"), which shall be exercised in the following manner: -

(a) The Purchaser/s shall address a letter ("**Offer Letter**") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the

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Premises and an explanation of the basis for such calculation.

(b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at their sole option, be entitled to purchase the Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("**Notice Period**") informing the Purchaser/s of the Promoter's intention to purchase /acquire the Premises ("**Acceptance Letter**"), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the Premises. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.

(c) The Promoter may at its sole discretion, on a written request to that effect made by the Purchaser/s prior to the exercise of the option by the Promoter as contemplated in Clause 17.2 (b), dispense with the ROFR upon the Purchaser/s making payment of such sum not exceeding 2% (two per cent) of (i) the Offer Price or (ii) the price at which the Promoter are selling a flat/unit of a similar nature at the relevant time, whichever is higher, together with GST (if applicable) and such other applicable taxes thereon, as may be decided by the Promoter. Only after the Promoter issue the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Purchaser/s be entitled to sell the Premises to the proposed transferee on the same terms and conditions as were offered by the Purchaser/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the Premises and hence will continue with the new purchaser of the said Premises, and the Purchaser/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Purchaser/s and the proposed transferee.

(d) The Purchaser/s agree(s) that if completion of the sale of the Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 17.2 (c) above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 16.2 (b) above, then the Purchaser/s right to sell the Premises to such proposed transferee shall lapse and the Purchaser/s shall not claim any repayment of the aforesaid 2% (two percent) together with applicable taxes. Thereafter, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 17 and the process to be followed therein including payment of 2% (two percent) shall once again apply to the Purchaser/s for any subsequent proposed sale of the said Premises.

17.3 It is hereby clarified that, in the event of the Purchaser/s proposing to give the Premises on lease and/or leave and license basis only, then the provisions

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contained in Clause 17.2 above shall not apply, except that, the Purchaser/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement.

17.4 The Promoter shall be entitled to call upon the Purchaser/s to satisfy the Promoter either through the Purchaser/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Purchaser/s's financial and other capabilities to pay the entire Consideration and all other amounts to the Promoter and to complete the sale and transfer of the Premises.

18. EVENTS OF DEFAULT

18.1 If one or more of the events or circumstances set out in Clause 18.2 hereinbelow ("**Event of Default**") shall have happened, then the Promoter shall call upon the Purchaser/s by way of a written notice ("**Rectification Notice**") to rectify the same within a period of 15 (fifteen) days from the date thereof ("**Cure Period**"). If the Purchaser/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("**Default**") and the Promoter shall be entitled to seek appropriate remedies as per this Agreement and as per the prevailing laws.

18.2 Subject to Clause 18.1 above, the following events shall be construed as a Default:

(a) If the Purchaser/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

(b) If the Purchaser/s fails to take possession of the said Premises in terms of Clause 14 above;

(c) If the Purchaser/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of undertakings and affidavits etc.;

(d) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;

(e) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(f) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;

(g) If any of the assets and/or properties of the Purchaser/s is/are attached for

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any reason whatsoever under any law, rule, regulation, statute etc.;

(h) If any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of the Purchaser/s' assets and properties;

(i) If the Purchaser/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

(j) If any of the aforesaid have been suppressed by the Purchaser/s.

19. PURCHASER'S COVENANTS AND OBLIGATIONS

The Purchaser/s for himself/ herself/ themselves doth hereby covenant with the Promoter as follows: -

19.1 To maintain the Premises, at its own cost, in good and tenantable condition from the date, the Premises is taken in his/her/its possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.

19.2 Not to store anything in the refuge floor nor store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or storing of which goods are objected by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the New Building/s in which the Premises are situated, including entrances of the New Building/s in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated on account of negligence or default of the Purchaser/s, he shall be liable for the consequences of such breach.

19.3 To carry at his/her/ their own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.

19.4 Not to demolish or cause to be demolished the Premises or any part thereof, nor

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any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep, the portion, sewers, drains pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural changes in the Premises without the prior written permission of the Promoter and/or the managing committee of the Society.

19.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the New Building/s in which the Premises are situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.

19.6 Not to throw dirt, rubbish, garbage or other refuses of permit the same to be thrown from the window/balcony of the Flat/Unit in the compound or any portion of the Project Land or the New Building/s in which the Premises are situated.

19.7 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

19.8 To take necessary approval of the concerned local authority and/or Government and or other public authority or society and to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and or other public authority, on account of change of user of the Premises by Purchaser/s viz. user for any purposes other than for residential purpose.

19.9 To observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time from protection and maintenance of the New Building/s and the flats/units therein (including the Premises) and rules, regulations and byelaws framed therein. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

19.10 Till the completion of the in all manner New Building/s in which Premises is situated and in terms of the Development Agreement, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said New Building/s or any part thereof to view and examine the state and condition

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thereof.

19.11 Nothing contained in this Agreement is intended to be nor shall be construed as conveyance, in law, of the Premises or of the Project Land and the New Building/s or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the New Building/s and the Project Land is transferred to the Society.

19.12 To separate the wet and dry garbage generated in and from the Premises and shall treat separately.

19.13 The Purchaser/s agrees, undertakes and confirms that he/she/they/it will not obstruct, hinder or interfere with the development of the Project and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

19.14 The Purchaser/s herby agree/s, confirm/s and approval/s to the Promoter, that in the event whereby the development potential increases resulting into availability of higher habitable area, the Promoter shall be permitted to utilize such further and extra FSI and complete the construction of the building in accordance with the sanctioned plans, provided that the prior written approval of the Purchaser/s shall be obtained. Further, the Purchaser/s hereby undertake/s not to cause hindrance or obstruction to the Promoter in utilizing the further and extra FSI and completing the balance constructible area in terms of the sanctioned plans.

19.15 The Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the Society.

19.16 Save and except as stated in Clause 17, the Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and until the Purchaser/s has intimated in writing to the Promoter.

19.17 The Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building/s or the Project Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building/s and/or to the Promoter and/or the management company or occupants of neighbouring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.

19.18 The space provided for the entrance of the New Building/s shall be used as

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entrance only and the Purchaser/s shall not use the same in any other way except for entering the New Building. The Car Parking Space/s allotted to the Purchaser/s (if any) herein shall use the Car Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle.

19.19 The Purchaser/s shall at every given point of time, permit the Promoter, Promoter's affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, Promoter's surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building/s thereof, until the project completion. They shall have at all reasonable times the right to enter into and upon the Project Land, the Project, the Premises and the Car Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.

19.20 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building.

19.21 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

19.22 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Purchaser/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the Premises or the New Building/s or the Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 16 of this Agreement shall immediately cease and the Purchaser/s and/or the new society shall have no claim(s) of whatsoever nature against the Promoter in this regard.

19.23 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Purchaser/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Purchaser/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the New Building/s and/or the Project Land. If the Purchaser/s or members of the Purchaser/s family or any servant or guest of the Purchaser/s or any person employed by the Purchaser/s commit(s) default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commit(s) default of this sub-clause.

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19.24 If any Purchaser/s /occupants in the Project including the Purchaser/s make any internal structural/non-structural changes to any premises in the New Building/s including the Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

19.25 If the Purchaser/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Flat Purchaser is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be her sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

19.26 The Purchaser/s shall not park at any other place and shall park all cars only in the Car Parking Space/s only as may be permitted/allotted by the Promoter to the Purchaser/s.

19.27 The Purchaser/s shall not object to the permission granted/to be granted by the Promoter to other purchaser/s for the use of their respective appurtenant spaces and the car parking spaces.

19.28 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the Premises resulting in leakage/damage to the Premises or other flats/premises in the Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.

19.29 Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

19.30 Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the New Building/s and/or the Project and/or the Project Land or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said the New Building/s and/or the Project Land. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the New Building, Project and/or the Project Land. If the Purchaser/s or members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also become liable to pay liquidated damages to the Promoter on each occasion on which the Purchaser/s or any members of the Purchaser/s family or any servant or guest of the Purchaser/s commits default of this sub-clause.

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19.31 To maintain the aesthetics of the New Building/s and/or Project and to ensure the quiet and peaceful enjoyment by all the Purchaser/s and/or occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Premises, the New Building/s, the Project and the Project Land, the Purchaser/s shall not, without the prior written permission of the Promoter and/or the new society:

ii. carry out or undertake any painting, decoration, or other work, to the exterior of, or outside the Premises;

iii. affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or in any part of the Project Land;

iv. cover or enclose in any manner whatsoever, the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Premises, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Premises;

v. hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Premises;

vi. affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building/the Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever;

vii. affix/install any AC units in the balcony/ies or other open space/s (if any) forming part of or appurtenant to the Premises;

viii. In any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time; and

ix. install or cause to be installed any DTH service antenna including but not limited to Dish TV on the terrace of the New Building/s and/or the open terrace/s, the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Premises. In the event the Purchaser/s desires to install a DTH service antenna/ Dish TV, the Purchaser/s shall submit a written

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request to the Promoter/Society specifying the type, size and proposed location of installing the said antenna/Dish TV. Further, it is expressly agreed by the Purchaser/s that upon the approval of the request for the installation of the antenna/Dish TV by the Promoter/society, the same shall be installed at such a location as directed by the Promoter/Society.

19.32 Do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project and/or any part thereof, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Purchaser/s;

19.33 Do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the Purchaser/s of any other Premises in the Project;

19.34 Demand or claim any partition or division of the Purchaser/s ultimate interest as provided herein, in the Project Land and/or the Project and/or any part thereof, it being expressly agreed, understood and confirmed by the Purchaser/s that her interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the new society, of which he/she/they/it shall be admitted a prospective member.

19.35 It is hereby agreed by the Purchaser/s that the open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective Purchaser/s of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter/Society and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Purchaser/s of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

19.36 The Purchaser/s has/ have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep herself updated with all the matters relating to the Project that the Promoter will upload from time to time.

19.37 The Project shall always be called/known by the name '_______', which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Purchaser/s and all Purchaser/s of Premises in the Project.

19.38 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of

Promoter	**Purchaser/s**

the Premises in the Project, shall be binding upon the Purchaser/s and Purchaser/s of Premises in the Project, as well as Society.

19.39 The Purchaser/s agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the new society.

19.40 To rectify and make good any breach or default of any of the covenants contained in this Clause 19, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 19 by the Purchaser/s shall be of the essence of this Agreement.

19.41 The Purchaser/s has/have been informed and is aware that:

i. all natural materials that are to be installed in the Project and/or the Flat/Unit, and/or that form a part of the amenities to be provided in the Flat/Unit, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

ii. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Flat/Unit shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Purchaser/s and/or the new society, as the case may be; and, the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Amenities to be provided in the Flat/Unit or common Areas & amenities or limited common areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.

19.42 The Purchaser/s do/doth hereby agree/s and covenant/s with the Promoter that

Promoter	**Purchaser/s**

in the event if the Developers obtains part OC from MCGM in respect of the New Building and offer possession of the said Flat/Unit to the Purchaser/s then the Promoter shall have the right to complete the balance construction of the New Building without any interference and/or objection by the Purchaser/s. The Purchaser/s further confirm/s that he/she/they shall not object or dispute for carrying out balance construction work by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled complete the balance construction of the New Building on the Project Land without any interferences and/or objection by the Purchaser/s.

19.43 The Purchaser/s hereby agree/s and confirm/s that the New Building shall always be known as "________" and the Society shall always be known as "__________".

19.44 The Purchaser/s hereby agree/s that he/she/they shall not make any changes, modifications or improvements to the Car Parking Space unless with written consent from the Promoter/Society.

19.45 The Purchaser/s shall be responsible for the upkeep and maintenance for the Car Parking Space.

19.46 The Purchaser/s shall not give the Car Parking Space on rent, hire or lease or for any other purpose to any other person or entity and/or use and occupation thereof by any other person/s.

19.47 The Purchaser/s shall not sell, lease or transfer the Car Parking Space to any other party or entity separately, without dealing with the Flat/Unit.

19.48 The Purchaser/s hereby agree and confirm that the right with regards to the Car Parking Space is attached with the Flat/Unit owned by the Purchaser/s. As soon as the Purchaser/s ceases to possess the Flat/Unit, the right to the Car Parking Space will also automatically cease i.e. the same shall ipso facto stand transferred along with the Flat/Unit to the intending purchaser/s of the Flat/Unit.

19.49 The Purchaser/s shall follow all the rules and regulations and bye-laws of the Municipal Corporation as to parking rules and Society rules while using the Car Parking Space and the resolutions as maybe passed from time to time.

19.50 The Purchaser/s shall not hinder, impede, obstruct or cause inconvenience to other members/purchaser/s or their vehicles.

19.51 The Purchaser/s shall be solely responsible to reimburse/compensate for the any damage caused by him/his driver or any such other person while using the Car Parking Space.

20. REPRESENTATIONS OF THE PROMOTER

Promoter	**Purchaser/s**

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represent and undertakes as follows:

20.1 The Promoter has clear and marketable title to the development rights with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual and physical possession of the Project Land for the implementation of the Project pursuant to the Development Agreement;

20.2 The Promoter has lawful rights and requisite approvals to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project;

20.3 There are no encumbrances upon the Project;

20.4 There are no pending litigations before any Court of law with respect to the Project;

20.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the New Building/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and the New Building/s shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, New Building/s and/or common areas;

20.6 The Promoter has not entered into any agreement for sale or any other agreement/arrangement with a person or party with respect to the Premises;

20.7 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

20.8 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

20.9 The Promoter are entitled to enter into this Agreement, for agreeing to allot and sell the Premises in the manner contemplated herein.

20.10 The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the Flat/Unit to the Flat/Unit Purchaser in the manner contemplated in this Agreement;

20.11 Within ____ (____) days from the receipt of the OC, the Promoter shall handover

Promoter	**Purchaser/s**

lawful, vacant, peaceful, physical possession of the common areas of the New Building/s to the Society;

20.12 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities; and

20.13 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

21. APPROPRIATION OF AMOUNTS

The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Purchaser/s for any other purpose/s and/or on any other account with respect to the Project.

22. INSURANCE

Upon project completion and upon the Promoter obtaining the occupation certificate with respect to the New Building/s, the Project shall be insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of god, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Purchaser/s his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Purchaser/s as a part of the other charges & deposits and the Purchaser/s shall bear and pay the same.

23. INDEMNITY

The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Purchaser/s of any of the terms, conditions and provisions of this Agreement.

24. PROMOTER'S OVERRIDING AND PARAMOUNT RIGHT OVER THE PREMISES

Promoter	**Purchaser/s**

24.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Premises and the Car Parking Space/s (if any) are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s (if any) in respect of all outstanding and unpaid aggregate payments payable by the Purchaser/s to the Promoter;

24.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, conveyance, in law of any part of the Project Land, and/or the Project to the Purchaser/s. So far as the Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s (if any) thereto.

25. MORTGAGE/CHARGE

The Developer shall be entitled to raise project finance/loan for this Project from any Bank(s)/Financial Institution/individuals without any prior consent of the Purchaser/s. However, it is agreed by and between the Parties that after the Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat/Unit allotted to the Purchaser/s herein unless the same is approved in writing by the Purchaser/s and such mortgage/charge shall not affect the right and interest of the Purchaser/s with respect to the Premises.

26. NOMINATION

The Purchaser/s hereby nominates ___________, having his/her/their address at ______________ who is _____________ (relation with the Purchaser/s) of the Purchaser/s as his/her/their nominee in respect of the Premises (hereinafter referred to as the "**Nominee**"). On the death of the Purchaser/s, the Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee for the purposes mentioned herein. The Promoter shall only recognize the Nominee, or the nominees substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the Premises, till the time the necessary order of the Court of law, Probate/ Succession Certificate/ Letters of Administration and/or such other documents has been obtained by any legal heirs and/or representatives of the Purchaser/s. The heirs and legal representatives of the Purchaser/s shall be bound by any or all acts, deeds,

Promoter	**Purchaser/s**

dealings, breaches, omissions, commissions etc., of and/or by the Nominee.

27. SEPARATE ACCOUNT FOR SALE PROCEEDS

The Promoter has maintained the following bank accounts in respect of the sums received by it from the Purchaser/s as advance or deposit, details of which are as set out below:

For the Promoter:

RERA Designated Collection Bank Account
Name of the Bank: __________, ___________ Branch;
Account no: ____________;
IFSC CODE: ____________;
Address: ________________.

RERA Designated Separate Bank Account
Name of the Bank: __________, ___________ Branch;
Account no: ____________;
IFSC CODE: ____________;
Address: ________________.

RERA Designated Transaction Bank Account
Name of the Bank: __________, ___________ Branch;
Account no: ____________;
IFSC CODE: ____________;
Address: ________________.

28. In case the transaction being executed by this agreement between the Promoter and the Purchaser/s is facilitated by a registered real estate agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said registered real estate agent shall be paid by the Promoter/Purchaser/s both, as the case may be, in accordance with the agreed terms of payment.

29. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to

Promoter	**Purchaser/s**

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, application of the Purchaser/s shall be treated as cancelled and all 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.

30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat/unit constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Purchaser/s or made available for the Purchaser/s viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or agents/employees/representatives and the Purchaser/s shall not be entitled to make, any of its any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Purchaser/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

The Purchaser/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Purchaser/s.

31. RIGHT TO AMEND

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S OR SUBSEQUENT PURCHASER/S

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

Promoter	**Purchaser/s**

33. SEVERABILITY

If any provision of this Agreement hereafter shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. WAIVER

Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.

35. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the Flat/Unit to the total carpet area of all the other flats/units in the Project.

36. FURTHER ASSURANCES

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

37. EXECUTION OF AGREEMENT

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Co-Promoter at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

Promoter	**Purchaser/s**

38. REGISTRATION OF AGREEMENT

The Purchaser/s shall present this Agreement at the proper Registration Office for registration within _____ (______) months from the date of execution of this Agreement as set out in the Indian Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

39. NOTICES

All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of Posting at his/her/their address and notified Email ID specified below. Further, it shall be the duty of the Purchaser/s and the Promoter 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 received by the Promoter or the Purchaser/s, as the case may be.

<u>If to the Purchaser/s:</u>

Name of Purchaser/s:
Address: ________
Notified Email ID: ___________

<u>If to the Promoter:</u>

SWAROOP CONSTRUCTIONS PRIVATE LIMITED, Address: 7/A, Raj Niketan Building, Ground Floor, Opposite Patkar College, S.V. Road, Goregaon (West), Mumbai – 400 062

Notified Email ID: ____________

40. JOINT PURCHASERS

That in case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

41. PURCHASER/S WHO IS/ARE NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN

It has been abundantly made clear to the Purchaser/s and is reiterated herein that if the Purchaser/s who is/are non-resident/foreign national of Indian

Promoter	**Purchaser/s**

Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accept no responsibility in this regard and the Purchaser/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

42. RERA COMPLIANT

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

43. STAMP DUTY AND REGISTRATION CHARGES

All Stamp duty and registration charges in respect of the Premises shall be borne and paid by the Purchaser/s.

44. DISPUTE RESOLUTION

Any dispute between Parties in relation to this Agreement and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, the dispute shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

45. GOVERNING LAW

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Promoter	**Purchaser/s**

(Description of the Project Land)

ALL THAT pieces and parcels of land bearing Plot No. 143/3/B, CTS No. 831/3, Survey No. 143 admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters equivalent to 3434 (Three Thousand Four Hundred and Thirty Four) square yards or thereabouts, lying and being at Village Ambivali, Taluka Andheri, Mumbai Suburban District situated at Ratan Nagar, Four Bungalows, Andheri (West), Mumbai- 400053 and is bounded as follows:

On or towards the North by:	CTS No. 831/1
On or towards the South by:	CTS No. 831/4
On or towards the East by:	40 Feet Wide Access Road
On or towards the West by:	CTS No. 832/9

THE SECOND SCHEDULE ABOVE REFERRED TO

The facilities/amenities to be provided in the building and/or provided in the common area and / or in the case may be, in the manner as enumerated hereunder:

A. Description of the common areas provided:

	Type of common area provided	Proposed Date of Occupancy of Certificate	Proposed Date of handover for use	Size/ area of the common area provided
i.				
ii.				
iii.				

B. Facilities/ amenities provided /to be provided within the building including in the common area of the building:

	Type of facilities/ amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common	Size/ area of the facilities/ amenities	PSI Utilized or free of FSI

Promoter	**Purchaser/s**

i.						
ii.						
Iii						

C. Facilities/ amenities provided/to be provided within the layout and/or common area of the Layout:

	Types of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society / common organization	Size / area of the facilities / amenities	FSI Utilized or free of FSI

D. The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and/ or within the layout.

	Type of open spaces (RG/ PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.					
ii.					
iii.					

E. Details and specifications of the lifts:

Promoter	**Purchaser/s**

	Type Lift **(passenger / service/ stretcher/ goods/ fire evacuation/ any other**	**Total no. of Lifts provided**	**Number of passenger or carrying capacity in weight (kg)**	**Speed** **(mtr / sec)**
i.				
ii.				
iii.				

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities / amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities / amenities provided within the Layout and/or the Common area of the Layout

At 'D': to provide the details of the facilities / amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and/ or within the layout.

At 'E': to provide the details and specifications of the lifts.

THE THIRD SCHEDULE ABOVE REFERED TO
(Description of the Premises)

Residential Flat/ Commercial Unit bearing flat/ shop/ office no. _______ on the _________ floor, admeasuring ______ (___________) square feet RERA carpet area along with ____ open/ covered car parking space bearing no. ______ at ______ basement/podium/ stilt/ mechanical admeasuring _____ (_______) square feet having ______ (____) feet length, _______ (____) feet breadth and _______ (_____) feet vertical clearance in new building known as "______________" being constructed on the Project Land described in the First Schedule hereinabove.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED by the within named "**Promoter**" **SWAROOP**

Promoter	**Purchaser/s**

CONSTRUCTIONS PRIVATE LIMITED through the hands of its partners authorised by a resolution dated __________

1. _____________

2. _____________

In the presence of:

(i) ______________

(ii) _______________

SIGNED, SEALED AND DELIVERED by the within named " **PURCHASER/S**"

____

In the presence of:

(i) _______________

(ii) ________________

Promoter	**Purchaser/s**

RECEIPT

RECEIVED of and from the within named Purchaser/s i.e., _______, the sum of INR ______ (Indian Rupees ___________Only) by way of Cheque/RTGS/Demand Draft, bearing no. ___________, dated ___________, drawn on _____________ Bank, _______ branch being the sum payable by him/her/them to us as per this Agreement for Sale.

INR _____________/-

(Indian Rupees _______________ Only)

We say received

____

SWAROOP CONSTRUCTIONS PRIVATE LIMITED

Promoter	**Purchaser/s**

List of Annexures

Annexure 1A
The copy of the certified Property Register Card of the Project Land

Annexure 1B
The copies of the CTS Plan of the Project Land

Annexure 2
The copy of Society Registration Certificate

Annexure 3
Title Certificate dated June 24, 2024 issued by JS Law Associates

Annexure 4

Copies of the Intimation of Approval and Commencement Certificate.

Annexure 5

The copy of the plans of the New Building/s as approved by the concerned authority

Annexure 6

Authenticated Copy of the Registration Certificate under RERA.

Annexure 7

Copy of the Floor Plan where the Flat/Unit is located.

Annexure 8
Copy of the Car Parking Plan where the Car Parking Space is located.

Annexure 9

Fittings and Amenities to be provided by the Promoter in the Flat/Unit.

Promoter	**Purchaser/s**