

AGREEMENT FOR SALE

THIS AGREEMENT made at _____ on this _____ day of _____ 2017 between M/S TATER REALTY, a partnership firm duly registered under the provision of Indian Partnership Act having its office at 602, 6th floor, Sapphire Arcade, M. G. Road, Ghatkopar (E), Mumbai 400077, hereinafter referred to as "The Owner/Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include partner and the partners for the time being and the survivor or survivors of them and the heirs executors and administrators of last surviving partner) of the One Part
AND

_____, age: _____ years having his/her/their/its residential address at _____ hereinafter referred to as "Flat Purchaser/s" (which expression shall unless it be repugnant to context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their respective heirs, executors & administrators, in the case of firm partner or partner and the survivors or survivor of them & the heirs, executors & administrator of the last partner and in the case of company or any other organization, the said organization, their directors/office bearers,

as the case may be, as well as its/their successor or successors and assigns) of the Other Part.

WHEREAS:

A. Originally M/s. Hill View Developers were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of Agricultural land bearing Gat No. 117, Hissa No. 1(1 to 7), Gat No. 117, Hissa No. 1 (9), Gat No. 117, Hissa No. 1 (11 to 13(p)) admeasuring 3.90 hectares situated lying and being at Village Dahivali, Turfe need, Taluka: Karjat, District: Raigad.

B. Vide Order No. LNA/SR/32 dated 09-03-1987; the aforesaid Agricultural Land was permitted to be used for N.A purpose and allowed the lay out dividing the said aforesaid Agricultural Land into Plot Nos. 1 to 62 for residential purpose and plot No.63 for remaining area for Internal Road/D.P. Road/Open space etc.

C. The Old Gat numbers bearing Gat No. 117(1), Hissa No. 1 to 7, 9, 11, 12, 13 (P) were allotted New Gat number 117-1B admeasuring 39,000 Square meters (hereinafter referred to as said larger property) .

D. AND WHEREAS the Owner proposes to develop various plots of the said larger property in the phased manner by constructing various residential buildings on the N.A plots and thereby is desirous to construct complex "TATER FLORENCE" (hereinafter referred to as said complex) comprising of several buildings.

E. And Whereas the aforementioned Hill View Developers from time to time sold, conveyed and transferred N. A. Plot Nos. 1, 2,4 to 6, 8 to 35, 37 to 40, 42 to 50, 52, 53, 55, 56, 58 to 62 of New Gat No. 117-1B to various purchasers. In the circumstances the said Hill View Developers were owners of the remaining part of the New Gat No. 117-1B being Lay out Plot Nos. 3, 7, 36, 41, 51, 54 and 57.

F. And Whereas by a Deed of Conveyance dated 23.09.2011 duly registered before the Sub-Registrar of Assurances at Karjat under Serial

No.8466/2011, the said Hill View Developers sold transferred and conveyed N. A. Plot Nos. 3, 7, 36, 41, 51, 54 and 57 of New Gat No. 117-1B to the Owner/Developers herein for the consideration and on the terms and conditions therein contained.

G. And Whereas, in the circumstances aforesaid the Owner/Developers became entitled to N. A. Plot No 41 admeasuring 300 sq. mts. of the new Gat No. 117-1B (more particularly described in the First schedule hereunder written). By Mutation Entry No. 2165 dated 02.01.2012, name of the Owner/Developer was shown as Holders on the 7/12 extract.

H. And Whereas the Hill View Developers by two different Sale Deeds both dated 09.08.1990, registered before the Sub-Registrar of Assurances at Karjat, sold, transferred and conveyed N.A plots bearing Nos. 46 and 47, respectively to Mr. V. Anantha Sayanam for the consideration and on the terms and conditions therein contained.

I. And Whereas the said Mr. V. Anantha Sayanam by Deed of Conveyance dated 31.12.2010 duly registered before the Sub-Registrar of Assurances at Karjat bearing Registration No. 2774 dated 22.03.2011, sold, granted and conveyed the N. A. Plot Nos. 46 and 47 to Hormuz Keki Parbhoo and Meherewan Keki Parbhoo for the consideration and on the terms and conditions therein contained.

J. And Whereas by Deed of Conveyance dated 23/9/2011 duly registered before the Sub-Registrar of Assurances at Karjat bearing Registration No. KJR-08483-2011, the Hormuz Keki Parbhoo and Meherewan Keki Parbhoo sold, transferred and conveyed the N. A. Plot bearing No. 46 admeasuring 300 sq. metres and N. A. Plot No. 47 admeasuring 300 sq meters to the Owner/Developers herein for the consideration and on the terms and conditions therein contained. By Mutation Entry No. 2161 dated 02.01.2012 name of the Owner/Developer was shown as Holders on the 7/12 extract.

K. And Whereas the Owner/Developer is thus seized and possessed of and/or otherwise well and sufficiently entitled to the said N.A. Plot no. 46 admeasuring 300 sq. mts, and N. A. Plot no. 47 admeasuring

300 Sq. mts (more particularly described in the Second Schedule hereunder written).

L. In the circumstances aforesaid the Owner/Developer herein became owners of N.A plots bearing 41,46, and 47 being part of layout of new gat number-117-1B and bearing separate Gat Nos. 117-1B/41, 117-1B/46 and 117-1B/47 having aggregate area admeasuring 900 Sq.mtrs and part of said larger layout property.

M. And Whereas copy of Title Certificate issued by Tushar R. Bhaware, Advocate of the Owner / Developer certifying title of the Owner/Developer in respect of the said Plot Nos. 41, 46, 47 are hereto annexed as Annexure A, B and C respectively. 7/12 extracts showing title of the Owner/Developer in respect of the said Plot Nos. 41, 46, 47 are annexed hereto as Annexure D, E, and F.

N. And Whereas, the said Plots no. 41, 46 and 47 are hereinafter collectively referred to as the "said Property". The said Plot Nos. 41, 46 and 47 are adjoining therefore the Owner/Developer is desirous of developing said property as one property.

O. AND WHEREAS Owner/Developer herein had proposed construction of building namely "DAISY" consisting of 3 wings being Wing A & B comprising of stilt + three upper floors and Wing C comprising of stilt + four upper floors on the said property (herein after referred as "said building"). Accordingly the building plans for Wing A and B were sanctioned from Karjat Municipal Council and the Owner has completed the construction of wing A and B and has obtained Occupation Certificate in respect of same.

P. The Owner/Developer now intends to develop and construct Wing C of said building "DAISY" on the portion of said Property by consuming remaining FSI/TDR/ Fungible FSI available on said Property (i.e other than FSI/TDR of 779.42 sq. mts already consumed in Wing A and Wing B of said building "DAISY"). At present the Owner/Developer is constructing wing C and entitled to deal with and dispose off the self-contained flats on "Ownership basis" in the such newly constructed

Wing C in such a manner as they may deem fit and receive and appropriate consideration in respect thereof.

Q. The Owner/Developer have entered into a standard agreement with Architect M/S. Design Directions, Karjat, Dist. Raigad who are registered with the Council of Architects and the Owner/Developer has also appointed Structural Engineer Atul Kudtarkar & Associates, Badlapur (e) for the preparation of the structural design and drawings of the buildings for development of the said Property and further the Owner/Developer have agreed to accept the professional services of the said Architects and Structural Engineers or such other qualified Architect and Structural Engineers till completion of the development.

R. The Owner/Developer is desirous of constructing Wing C of building known as "DAISY" comprising of stilt plus Four floors (hereinafter referred to as the "said wing") on the portion of said Property and accordingly the Owner/Developer had submitted building plans for construction of said wing comprising of stilt + four floors on the portion of said property (hereinafter construction of said Wing C of said building DAISY on the portion of said property shall be termed as "said project"). The building plans for said wing has been duly sanctioned from Karjat Municipal Council vide construction permission bearing No.S.R-39/16-17 dated 23.01.2017. The authenticated copy of construction permission is annexed hereto as Annexure 'G'.

S. The Owner/Developer has obtained Commencement certificate dated 23.01.2017 for the said Wing C of said Building DAISY being constructed on the said Property. Authenticated Copy of the Commencement Certificate is annexed hereto as Annexure 'H' respectively.

T. While sanctioning the building plans, Karjat Municipal Council and other concerned local authorities has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/ Developer while developing the said property and the said building and upon due observance and performance of which only the Completion or Occupancy certificate in respect of the said building shall be granted by the Karjat Municipal Council.

U. The Owner/ Developer have accordingly commenced construction of the said wing C of Building DAISY in accordance with the said sanctioned plans.

V. The Purchaser/s has approached the Owner / Developer with a request to sell/allot Flat No._____having carpet area of ____sq.ft as defined under The Real Estate(Regulation and Development) Act,2016 (hereinafter referred to as "said Act") alongwith exclusive balcony attached therewith and admeasuring _____sq. ft. on the _____ floor of the said Wing C (hereinafter referred to as "said Flat" being constructed by the Owner / Developer on the portion of said Property together with _____car parking space under stilt bearing no.____admeasuring____sq mtr i.e ____sq ft .

W. The Purchaser/s has/have agreed to purchase said Flat in accordance with the provisions of said Act and the rules framed thereunder including model form of Agreement prescribed therein.

X. The Owner have registered the said project with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules").The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project ("RERA Certificate"). A copy of the RERA Certificate is annexed hereto and marked as Annexure "I" hereto. The Purchaser has also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

Y. Prior to the execution of these presents the Owner/Developer has given inspection of all the documents and title deeds in respect of the said property, various permissions and sanctions granted by concerned authorities as well as plans, designs and specifications prepared by the architects of the Owner/Developer and approved by

the Karjat Municipal Council and all other departments as are specified under said Act and the Purchaser/s is/are satisfied and shall not raise any objection about the ownership/ title/right of Owner/ Developer herein in future.

Z. The Purchaser has agreed to purchase the said Flat after going through all the conditions stated in the sanctioned plans by the respective competent authorities and further confirms that all such conditions shall be bound and abided by purchaser strictly.

AA. The Purchaser has independently made himself aware about the specifications and internal amenities provided in the flat by the Owner/Developer and is made aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings.

BB. The Purchaser has prior to execution of these presents has paid to the Owner a sum of Rs. _____ (Rupees _____) only, being part payment of the sale price/consideration of the Flat agreed to be sold by the Owner/Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Owner doth hereby admits and acknowledge) and the Purchaser has agreed to pay the balance consideration as prescribed in the payment plan which may be demanded by the Owner/Developer within the time and manner specified therein.

CC. The Owner/Developer have called upon the purchaser/s to sign and execute the Agreement to be executed in accordance with the provisions of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 being these presents and the same is required to be registered.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.

2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

3. CONSTRUCTION OF THE SAID WING/FLAT

The Owner/Developer proposes to construct Wing C of building to be known as "DAISY " on the portion of said Property comprising of stilt plus Four upper floors (hereinafter referred to as the "said Wing") in accordance with the plans, specifications and designs approved by concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Owner/Developer may consider necessary or as may be required by Karjat Municipal Council from time to time or become necessary due to architectural and structural reasons, for which the Purchaser/s hereby gives his/her/their/its consent and shall not raise any objection in future. PROVIDED THAT the Owner/Developer shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications only if such variation or modification adversely affect area of the said Flat, which the Purchaser/s has/have agreed to purchase and not otherwise. PROVIDED THAT if such variations and modifications relates to addition and alteration in lay-out plan and specification of the building or common area, then the Owner/Developer shall before carrying out such addition or alteration in lay out plan or specification of the building or common area obtain prior consent of at least 2/3rd of the Purchasers who have agreed to take Flat in such building.

4. CONSIDERATION/PRICE OF THE SAID FLAT

- 4.1 The Owner/Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer said Flat bearing Flat No._____, on the _____ floor of the said Wing C of the building to be known as "DAISY" having carpet area admeasuring _____ sq. mtrs. i.e. ____ sq. ft. and exclusive balcony area admeasuring _____sq.mtrs i.e _____sq ft being constructed on said Property and more particularly described in the Third Schedule hereunder written

and bounded by red colour line on the typical floor plan hereto annexed and marked as “Annexure J” together with car Parking space No. ____ in the stilt and shown on the plan hereto annexed as Annexure K” by red colour line for a consideration of Rs._____-/- (Rupees

only) (which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said flat.) The nature, extent and the description of the amenities and facilities proposed to be provided by the Owner/Developer in the said project including the said flat is set out in the Fourth Schedule here underwritten, the nature, extent and the description of the common areas and facilities proposed to be provided for the said larger property is set out in Fifth Schedule.

4.2 The Purchaser/s hereby agrees to pay to the Owner/Developer the said purchase price of Rs._____(Rupees _____) as under:-

SR. NO.	SCHEDULE	PERCENTAGE
1	Earnest money	10.00%
2	At the time of execution of agreement	20.00%
3	Completion of plinth	15.00%
4	Completion of slab 1	5.00%
5	Completion of slab 2	5.00%
6	Completion of slab 3	5.00%
7	Completion of slab 4	5.00%
8	Completion of terrace slab	5.00%
9	Completion of walls	3.00%
10	Completion of Internal plaster, flooring and windows	1.50%
11	Completion of lift well upto floor level of said flat	4.00%
12	Completion of staircases, lobbies, upto floor level of said flat	1.00%
13	Completion of external plaster	3.00%
14	Completion of elevation, terraces with water proofing of the building	1.50%
15	Completion of doors, sanitary fittings, electrical fittings, external plumbing and water pumps	5.00%
16	Entrance lobby	2.00%
17	Completion of lifts and electromechanical items	2.00%
18	Completion of paving, entrance lobby and other requirements	2.00%
19	Handing over of possession	5.00%
	Total	100%

Note: All applicable taxes, GST, duties, levies and charges including any indirect taxes and service tax thereon to be paid will be payable extra with each installment as per the government applicable rates.

4.3 The time for payment of aforesaid amounts is the essence of the contract. The Owner/Developer on due date or on reaching aforesaid construction milestone/stage will forward to the Purchaser/s intimation of the Owner/Developer having carried out the aforesaid work at the address given by the Purchaser/s in this Agreement or by Email and the Purchaser/s will be bound to pay the amount of installments within seven days of Owner/Developer dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these presents or on receiving such email from the Owner. The Owner/Developer will keep Certificate of their Architects certifying that the Owner/Developer has carried out given item of work and such certificate will be open for inspection by the Purchaser/s at the office of the Owner/Developers and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same.

4.4 The Purchaser/s hereby confirms that the consideration mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Purchaser/s shall also pay to the Owner/Developer amount of Service tax, VAT, GST or any other taxes or levies, by whatever name it may be called and whether payable by Owner/Developer and/or Purchaser/s for sale of said Flat to the Purchaser/s herein. The Purchaser/s shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Flat to the Purchaser/s herein. The same shall be paid and/or settled by the Purchaser/s immediately without making the Owner/Developer herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. whether direct or indirect

(including but not limited to service tax, VAT, etc) by the Purchaser/s, the Purchaser/s shall be liable to pay any penalty that may be levied by such Authority along with interest at the rate of State Bank of India Highest Marginal cost of lending rate + 2% p.a or such interest as may be stipulated by RERA per annum on the delayed payment to the Owner.

4.5 The total consideration amount is escalation free, save and except increases which the Purchaser hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other charges which may be levied or imposed by the competent authority from time to time. The Owner/ Developer undertakes and agrees that while raising a demand on the Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Owner shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on the subsequent payments.

4.6 The Owner shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to variation cap of +/- 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner. If there is any reduction in the defined limit then the Owner shall refund the excess money paid by the Purchaser within 45 days with annual interest at the rate of State Bank of India Highest Marginal cost of lending rate + 2% p.a or such interest as may be stipulated by RERA per annum from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Owner shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause 4.1 of this agreement.

5. MODE OF PAYMENT

Subject to the terms of the Agreement and the Owner abiding by the construction milestone, the Purchaser shall make all payments on demands by the Owner within the stipulated time as mentioned in the aforesaid payment schedule through A/c Payee Cheque/ online payment (as applicable) in favour of "TATER REALTY DAISY C COLLECTION A/C" payable at "THANE BHARAT SAHAKARI BANK LTD" Ghatkopar East branch, Mumbai in Account No.011110000000933. In case the Purchaser makes online payment the Purchaser shall notify the UTR No. to the Owner within a period of 2 working days. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Premises and the said Car Parking Space, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Owner/Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Owner/Developer mentioned above. Any payments made in favour of / to any other account other than as mentioned above shall not be treated as payment towards the said Flat and /or the said Car Parking Space. The Owner/Developer shall be entitled to change the bank account by giving a written notice to the Purchaser/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Purchaser/s and / or the aforesaid financial institution in such new account.

6. INTEREST PAID ON UNPAID AMOUNT

Without prejudice to the right of the Owner/Developer to take action for breach arising out of delay in payment of installment on the due dates, the Purchaser shall be bound and liable to pay interest at the rate of State Bank of India Highest Marginal cost of lending rate + 2% p.a or such interest as may be stipulated by RERA per annum on all the amounts, which became due and payable by the Purchaser/s to the Owner/Developer under these presents, including towards maintenance charges from the date

the said amount is payable by the Purchaser/s to the Owner/Developer.

7. ADJUSTMENT/APPROPRIATION OF PAYMENTS

It is clarified and the Purchaser/s accords his/her/their/its irrevocable consent to the Owner/Developer to appropriate any payment made by him/her/them/it, notwithstanding any communication to the contrary, in the following manner:

- (i) Firstly towards any cheque bounce charges in case of dishonour of cheque;
- (ii) Secondly, towards interest, if any, payable by the Purchaser/s for delayed payments;
- (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Flat;
- (iv) Fourthly, towards outstanding dues including Total Consideration in respect of the Flat or under the Agreement.

8. TERMINATION DUE TO DEFAULT OF PURCHASER

Without prejudice to the right of Owner to charge interest in terms of clause 6 above, in the event of the Purchaser/s making any default in the payment of any installment or any amount that may become due and payable by the Purchaser/s to the Owner/Developer under this Agreement, (including his/her/their/its proportionate share of taxes and other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this Agreement, the Owner/Developer will be at liberty to terminate this Agreement. PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Owner/Developer after giving to the Purchaser/s 15 days prior Notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the term/s and/or condition/s on account of which Owner/Developer intends to terminate the Agreement and if the Purchaser/s makes the default in remedying such breach or breaches within the stipulated period of 30 days from the date of such Notice from the

Owner/Developer. It is further agreed that upon termination of this Agreement as stated herein, the Owner/Developer is entitled to forfeit 10% of the total consideration by way of liquidated damages and shall return balance amount without interest within 30 days. Provided further, the Owner/Developer shall not be liable to reimburse to the Purchaser/s any Government Charges paid by them such as stamp duty, registration charges, Service Tax, VAT, GST etc. Upon the termination of this agreement, under this clause, the Owner/Developer shall be at liberty to sell the said flat to any other person of their choice and at such price and terms & conditions as the Owner/Developer may deem fit and the Purchaser/s shall not object to the same.

9. POSSESSION OF THE FLAT

9.1 Schedule for possession of the Flat

- a) Subject to Force Majeure Event as defined herein, the Owner/Developer expects to complete the said wing, in which the Flat agreed to be purchased by the Purchaser/s is situated, and offer possession of the said Flat to the Purchaser/s by June 2019, PROVIDED the Owner/Developer has received the full purchase consideration as above of and all other amounts payable by the Purchaser/s to the Owner/Developer under these presents. For the purpose of this clause, the “full purchase price/consideration” shall include the interest payable by the Purchaser/s to the Owner/Developer in accordance with the terms of this Agreement, VAT/Service Tax/GST as well as other amounts payable by the Purchaser/s as provided in this Agreement.
- b) For the purpose of the presents “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that affects the Owner/Developer in the performance of his obligations in accordance with the terms of this Agreement:-
 - (i) By reason of earthquake, flood, fire or any act of God; or
 - (ii) War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war etc;

- (iii) any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
- (iv) Any notice, order, rules, notification of the Government or other public or competent authority; or
- (v) Any change in law, or any prohibitory order of any court against development of Property or authority which affects the performance of the Owner/Developer under this Agreement; or.
- (vi) delay in sanction of building plans or further permissions or grant of any NOC/permission/license/connection by the Concerned authorities
- (vii) Extension of time for giving possession may be permitted by the Regulatory Authority under the provision of said Act.
- (viii) delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of the Owner/Developer to terminate this agreement as mentioned hereinabove);

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

- c) If the Owner/Developer fails or neglects to give possession of the said Flat to the Purchaser/s save and except as stated hereinabove on account of Force Majeure or any reasons beyond their control or as provided in section 18 of the Real Estate (Regulation and Development) Act, 2016, then the Purchaser/s shall be entitled to after giving 15 days' notice in writing, to terminate the Agreement and thereupon the Owner/Developer shall be liable on demand to refund to the Purchaser/s amount already received by it in respect of the said Flat along with interest at the rate of State Bank of India Highest Marginal cost of lending rate + 2% p.a or such interest as may be stipulated by RERA per annum from the date of the receipt of such amount till payment Till the entire amount along with interest thereon is refunded by the Owner/Developer to the Purchaser/s, the same shall, subject to prior encumbrance, if any, be charge on the said

Flat. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Flat or against the Owner/Developer in any manner whatsoever and the Owner/Developer shall be entitled to deal with or dispose of the said Flat to any person or party as the Owner/Developer may desire at its absolute discretion.

9.2 Schedule For Possession Of Common Areas:

The Owner herein proposes to develop the said larger property in various phases and will complete the construction of common amenities like clubhouse, landscape gardens etc more particularly mentioned in Fifth Schedule here underwritten in due course. The Owner assures to hand over possession of said common amenities on December 2019. The Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said flat on the ground of non-completion of aforesaid common amenities.

9.3 Procedure For Taking Possession:

The Owner, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Purchaser intimating that, the said flat is ready for use and occupation. The Purchaser herein shall inspect the said flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of balance consideration/total price and dues payable to the Owner/Developer as per terms and conditions of this agreement and take the possession of the said flat within 15 days from the date of written intimation issued by the Owner to the Purchaser herein. Before taking the possession, the Purchaser shall satisfy himself/herself about the quality of the fixtures and fittings with regard to flooring, sanitary fittings and other amenities more particularly mentioned in fourth schedule annexed hereto and thereafter once the possession of the flat is handed over, he/ she agrees and consents to not raise any objection/claim with respect

to manufacturing defect or quality of the amenities specified in fourth schedule annexed hereto.

9.4 After the expiry of 15 days upon service of the notice given by the Owner/Developer to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings including local taxes, betterment charges, development charges (by whatever name it is called) or such other levies levied by the concerned other local authority and or Government, water charges, insurance, common lights, repairs and salaries of the clerks, bill collectors, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and building. The Purchaser/s shall pay to the Owner/Developer their proportionate share of the outgoing as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so proportioned, the Purchaser/s shall pay to the Owner/Developer provisional monthly contribution of Rs._____ /- per month towards the outgoings. The Owner/Developer shall be entitled to utilize such amount for the aforesaid purpose and balance, if any, shall remain with the Owner/Developer until conveyance is executed in favour of the society. The Purchaser/s shall pay an amount equivalent to twelve months provisional monthly contribution and outgoings in advance on or before taking possession of the said flat and thereafter, the Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withheld the same for any reason whatsoever and in default he/she/they/it is liable for penal interest as per RERA rules without prejudice of other right of Owner/Developer..

10. The Owner/Developer have informed the Flat Purchaser/s and Purchaser/s are aware that:-
- a. Owner / Developer are developing the said Property by constructing a building to be known as “DAISY” consisting of 3 wings being wing ‘A’, ‘B’ and ‘C’ of which Wing A and B are

already constructed and occupancy certificates are received for the same.

- b. The Owner/Developer, at present, is constructing building to be known as “DAISY” comprising of Stilt and 4 (Four) floors.. It is expressly agreed that the Owner/Developer shall be entitled to put and/or permit any person to put hoardings/illuminated or comprising of the neon on the said property or on the building or buildings of the said property or any parts' thereof and for that purpose the Owner/Developer are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser/s agrees not to object or dispute the same;
- c. The Owner/Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner/Developer in its own and absolute discretion will be entitled to amend or modify the building plans and the Owner/Developer are entitled to consume additional FSI/TDR that may be permitted to be utilized on the said property till the conveyance of said property in favour of society .
- d. The Society/Limited Company/Association, that may be formed by the Purchasers of the Flats in the said building shall not charge from the Owner/Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, display or hoarding, etc. for the purpose mentioned hereinabove.
- e. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

applicable. It is clarified that the Owner shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;

- f. The Purchaser/s shall use the said Flat agreed to be sold to the Purchaser/s only for the purpose for which it is meant and will not use the same for any other purpose, without obtaining the prior written consent of the Owner/Developer.
- g. The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.
- h. The Purchaser/s further confirms that the Owner/Developer and/or his nominees or transferees shall, be entitled to put up Mobile Receiver, Dish Antenna and other such communication equipments and/or allow to be put up hoardings on the said Plot or on the Building/s and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Owner/Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said buildings or on the said property as the case may be and the Purchaser/s agrees not to object or dispute the same.

11. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-

The Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanction of the said plans or thereafter and shall before handing over the possession of the said Flat and obtain occupation certificate in respect of the said Flat. Notwithstanding anything to the contrary contained herein, the Purchaser shall not be entitled to claim possession of the said flat until the completion certificate is received from the local authority and the Purchaser has paid all dues payable under this agreement in respect of the said flat to the Owner and has paid the

necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said flat to the Owner.

12. DISCLOSURES AS TO FLOOR SPACE INDEX

a) The Owner/Developer hereby declares that the total Floor Space Index sanctioned in respect of the said property is 1247.94 square meters only and Owner/Developer has already consumed FSI of 779.42 sqmtrs in the construction and development of wings 'A' and wing 'B' of the Said building DAISY and plans to utilize balance Floor Space Index of 468.52 sq mtrs for construction and development of wing 'C' by availing of TDR or FSI available on payment of premiums. The Owner/Developer has disclosed the Floor Space Index of 468.52 sq mtrs proposed to be utilised by him in the said wing on the portion of said property and Allottee has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Owner/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Developer only.

b) The Purchaser/s agrees that the Owner/Developer shall always have a right to utilize entire FSI that may be sanctioned by concerned authorities from time to time by making additions, alterations, raise storey or utilise it on any other part or claim FSI/development potential in lieu thereof, as may be permitted by the concerned authorities subject however to obtaining prior consent of at least 2/3rd of the Purchasers who have agreed to take Flat in such building. Such additions, structures and storeys/FSI will be the sole property of the Owner/Developer. The Owner/Developer will be entitled to use the terrace including the parapet wall for any purposes including display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat agreed to be acquired by him/her/them/it and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Owner/Developer.

13. DEFECT LIABILITY

a) If within a period of five years from the date of receipt of occupation certificate or possession of the said Flat to the Purchasers, whichever is earlier, the Purchasers bring to the notice of the Owner/Developer any structural defect in the said Flat or the said wing, or the material used in the said flat or any defects on account of workmanship, quality or provision of service, , then wherever possible such defects shall be rectified by the Owner/Developer at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Owner/Developer reasonable compensation for such defect as provided in the said Act. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on part of the Owner, and shall not mean defect caused by normal wear and tear and by negligent use of the Flat. Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said flat and in specific the structure of the said flat which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

b) However, if the Purchasers carries out any alteration or addition or change in the said Flat without obtaining prior written permission of the Owner/Developer and of the concerned authorities wherever required, as well as from the Society then, in that case the liability of the Owner/Developer shall come to an end and the Purchasers alone shall be responsible to rectify such defect or change at his/her/their/its own cost.

c) The Purchaser/s shall ensure while, carrying out any work in the said flat that the water proofing treatment given by the Owner/Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect is occurred and as a result thereof water is leaked into the flat/Flat adjoining or below the Purchaser/s said Flat and/or in any other flat then the Purchaser/s alone shall be responsible to rectify such defects at

his/her/their/its own cost immediately after receiving communication from the Owner/Developer and/or from the Purchaser/s of the flat in whose flat there is leakage. If the Purchaser/s fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Owner/Developer and/or Purchaser/s of the flat in whose flat there is a leakage shall be entitled to enter the said Flat of the Purchaser/s and rectify the defect entirely at the costs of the Purchaser/s.

14. The Purchaser/s shall have no claim on the said Property, save and except in respect of the said Flat agreed to be sold to the Purchaser/s in the said wing, all open space lobbies, terraces, staircases etc., will remain the property of the Owner/Developer until the said building is transferred to the society/Company/Association. It is expressly agreed by and between the parties that the Purchaser/s shall share the Common areas and facilities provided by the Owner/Developer and facilities appurtenant to the said Flat with the other occupants of the said building.
15. The Purchaser/s confirm/s having received from the Owner/Developer full, free and complete inspection of documents of title, plans, and all other particulars in respect of the said Property. The Purchaser/s further confirms that he/she/they/it has/have entered into this Agreement after inspecting and verifying the aforesaid documents and after duly satisfying himself about the nature of title, plans, details and all other information relating to the said project, the said Flat and the said Building. The Purchaser/s confirms that notwithstanding anything mentioned in any advertisement, publicity, broacher or any other material that might have been previously issued by the Owner/Developer, the only amenities and facilities that has/have been agreed to be provided by the Owner/Developer in the said Flat as set out in schedule Four herein and the Purchaser/s has/have agreed to purchase the said Flat on that basis only. The Purchaser/s hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity,

broacher or any other material and the Owner/Developer has/have agreed to sale said Flat to the Purchaser/s on the basis of such assurance only.

16. FORMATION OF ORGANISATION OF FLAT PURCHASERS AND CONVEYANCE

16.1 The Owner/Developer, shall form Co-Operative Society/Limited Company/Association of all the Purchasers of the Flats in the said building (i.e. flat purchasers of all the three wings A, B and C of said building "Daisy") as per the rules framed under said Act. The Purchaser/s herein along with the other purchasers of Flat in the said Building "DAISY" shall fully co-operate with the Owner/Developer in forming and registering the Society/Limited Company/Association, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Owner/Developer within seven days of receipt, thereof, time being of the essence, so as to enable the Owner/Developer to register the Society/Limited Company/Association of all the Purchaser/s. The Purchaser/s shall not make any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.

16.2 In the event of the new Society or the Limited Company or a Association being formed and registered before the sale and disposal by the Owner/Developer of all the Flats in the Building, the power and authority of the Society/Limited Company/Association so formed shall be subject to the overall authority and control of the Owner/Developer over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same. The Owner/Developer shall have absolute authority and control as regards the unsold flats/parking space/ terraces and the disposal thereof. The Society/Limited Company/Association shall be liable to admit such Purchaser/s as its member without asking any

transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Purchaser/s.

16.3 Within a period of 6 months from the date of issuance of Occupancy Certificate of the said Wing 'C' of building "Daisy", the Owner/Developer propose to execute Deed of Conveyance/Transfer in respect of the said Property more particularly described in the First and Second Schedule hereunder written together with the building constructed thereon in favour of such Society.

16.4 Within 6 month from the date of issue of occupancy certificate of the last building constructed in the said larger property, the Owner/Developer may form a separate independent organization/federation/Apex Body of all the individual societies formed in the Tater Florence Complex and plot owners of said larger property to maintain common amenities and facilities of the said larger property (TATER FLORENCE COMPLEX) and more particularly mentioned in Schedule Fifth hereunder written. All the terms, conditions, covenants, stipulations and provisions herein, which relate to the formation and registration of the Society/s, shall apply mutatis mutandis to the formation and registration of such separate organization/federation.

16.5 In such an event, the society will be liable to pay amount of maintenance, expenses for clubhouse, open space and internal roads in proportionate to the constructed area of their respective building/s. The purchaser shall not take any objection for such decision of Owner/Developer.

17. If the Purchaser/s desires to sell or transfer the said Flat before formation of the proposed society/Limited Company/Association, he/she/they/it shall be entitled to do so only with the prior consent of the Owner/Developer herein, which shall not be unreasonably withhold, if Purchasers has/have paid entire consideration payable by the Purchaser/s to the Owner/Developer under this Agreement.

18. The Purchaser/s shall before taking possession of the said Flat pay/deposit with the Owner/Developer the following amounts:
- (i) Rs.____/- for the entrance fee as well as share application money.
 - (ii) Rs.____/- towards legal charges and other expenses for formation of a Society and/or a limited Company/ Association of persons.
 - (iii) Rs.____/- for 12 months advance security deposit towards maintenance and other outgoings.
 - (iv) Rs.____/- for providing club house.
19. All cost, charges and expenses in connection with the formation of the proposed Society/Limited Company/Association as well as the cost of the preparing all other agreements required to be executed by the Owner/Developer as well as the entire professional costs of the Solicitors of the Owner/Developer, M/s. Purnanand & Company, in preparing and approving all such documents shall be borne and paid by the proposed Society/Limited Company/Association or proportionately by all the Purchaser/s in the said Building.
20. The Owner/Developer shall maintain a separate account in respect of sums received by them on account of share capital for the promotion of the Society/Limited Company/ Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. The Owner/Developer shall also be entitled to adjust the deposits of the Purchaser/s towards any moneys payable by them to the Owner/Developer hereunder.
21. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agree/s to regularly and punctually contribute and pay his/her/their/its proportionate share towards any additional and further costs, charges, expenses, Municipal taxes all other outgoings etc. in respect of the said Flat and the amenities provided therewith. The Purchaser/s shall not be entitled to ask for adjustment of the deposit amounts mentioned

herein against the expenses, taxes levied by Karjat Municipal council and/or local authorities and other outgoings.

22. REPRESENTATION AND WARRANTIES

22.1 The Owner hereby represents and warrants to the Purchaser as follows:

- (i) That he has absolute, clear and marketable title with respect to the said property and has the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the said property for the construction and implementation of the said Project;
- (ii) The Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said property or the Project except those disclosed in Title report annexed herewith;
- (iv) There are no litigations pending before any Court of law with respect to the said property or said project, except those disclosed in Title report Annexed herewith;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said property are valid and subsisting and have been obtained by following due process of law. Further, the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property , Building, said flat and common areas;
- (vi) The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- (vii) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Owner shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser and the common areas of the structure of the said building to the Association of the Purchasers;
- (ix) The Owner has duly paid and shall continue to pay and discharge all 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 said project to the competent Authorities; till offering possession of the said flat to the purchaser;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner in respect of the said property and/or the Project.;

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

- (i) Not to make any structural changes or alteration/modification in the said Flat, failing which the obligation of the Owner/Developer to repair/rectify any defect shall cease forthwith.
- (ii) The Purchaser/s shall not use the said Flat for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Flat

in the said Building or for any illegal or immoral purpose. The Purchaser/s agree/agrees not to change the user of the said Flat without the prior knowledge and consent in writing of the Owner/Developer. It is also expressly agreed that, any unauthorised change of user by the Purchaser/s shall render this agreement voidable at the instance of the Owner/Developer and the Purchaser/s in such an event shall not be entitled to any right arising out of this Agreement.

- (iii) Not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the Building. The Purchaser/s further agrees not to put up grills outside the window of the Flat agreed to be purchased by him/her/them/it without obtaining the permission of the Owner/Developer in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Owner/Developer and no other grills.
- (iv) Not to install air conditioner compressor or satellite dish on the external façade of the building save and except the services ducts or such other specifically designated area as provided by the Owner/Developer for installation of air conditioner compressors and satellite dish.
- (v) To maintain the said Flat, at the Purchaser's own cost in good and tenantable condition from, the date of possession, and shall not do or suffer to be done anything in the said Wing in which the said Flat are situated, staircase or any passage in the said Building which may be against the rules, regulations or bye-laws or concerned local or any other authority or change alter or make additions to the said Flat or any part thereof. In case of the negligence of the Purchaser/s, the Owner/Developer shall stand discharged of their liability and the Purchaser/s shall be responsible of all consequences thereof.

- (vi) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said Flat is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said building including the entrance to the building. The Purchaser/s on account of negligence or default of his/her/their/its part in this behalf shall be liable for the consequences of such breach.
- (vii) To carry at his/her/their/its own cost all internal repairs to the said Flat and to maintain the said Flat in the same condition, state and order in which it was delivered by the Owner/Developer and, the Purchaser/s shall not do or suffer to be done anything in or to the said Wing/Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned authority/ties. In the event of the Purchaser/s committing any act of contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority.
- (viii) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make and/or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances hereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the said Flat without prior written permission

of the Owner/Developer and/or the said Society/Limited Company/Association.

- (ix) Not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- (x) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building in which the Flat is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (xi) Pay to the Owner/Developer within seven days of demand by the Owner/Developer, his/her/their/its share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the Flat is situated.
- (xii) 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 said Flat by the Purchaser/s.
- (xiii) The Purchaser/s shall not let, sub-let, transfer, assign or part with the said Flat, interest or benefit of this Agreement or part with the possession and/or personal license, as the case may be, of the said Flat, until all the amount payable by The Purchaser/s to the Owner/Developer under this Agreement are fully paid up and only if the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Owner/Developer has permitted in writing to the Purchaser/s in that behalf.

- (xiv) The Purchaser/s shall observe and perform all the rules and regulations of the society/Limited Company/Association or which the proposed society/Limited Company/Association may frame at its inception and the additions alterations and amendments thereof that may be made, from time to time, for the protection and maintenance of the said Building and the said Flat and or the observance and performance of the Building Rules, Regulations, and Bye-Laws, for the time being, of the concerned authority/authorities.
- (xv) The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Association regarding the occupation and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xvi) The Purchaser/s and the persons to whom said Flat may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Owner/Developer and/or of the said Society/Limited Company/Association may require for safeguarding the interest of the Owner/Developer and/or the other Purchaser/s in the said Property and shall also observe and perform all the provisions of the Bye-Laws and/or the rules of the said Society/Limited Company/Association when formed and the additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws of the time being of the Karjat Municipal council and other local and/or public bodies regarding occupation and use of the said Flat.
- (xvii) The Purchaser/s agrees and undertakes to pay all the outgoings in respect of the said Flat, every month and

undertakes to keep the Owner/Developer and its partners and their legal heirs, executors and administrators indemnified from the same and every part thereof forever.

(xviii) The Purchaser/s shall permit the Owner/Developer and its surveyors and agents with and without workmen and others at all reasonable times to enter upon the said Flat or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or for any similar purpose.

(xix) The Purchaser/s hereby agree that in the event any amount is payable by way of premium to the Municipality or to the State Government towards betterment charges or development charges or any other tax or payment of a similar nature becoming payable by the Owner/Developer in respect of the said Building, he/she/they/it shall reimburse to the Owner/Developer such amount in proportion to the area of the Flat agreed to be purchased by the Purchaser/s bears to the total area for which such payment is required to be made and in determining such amount the decision of the Owner/Developer shall be conclusive and binding upon the Purchaser/s.

23. TERMINATION OF AGREEMENT

In the event of termination of this agreement in terms of clause 8 and 9.1(c), the Owner/Developer shall be at liberty (without prejudice to their other rights, including to claim damages) to sell and dispose of the said Flat to such person or persons and of such price and on such terms and conditions as the Owner/Developer may in its sole and absolute discretion, desire and deem fit, and the Purchaser/s shall have no right to dispute the same in any matter whatsoever.

For whatsoever reason if Purchaser herein, without any default or breach on part of Owner or Purchaser, desires to terminate this agreement, then the Purchaser shall issue 15 days prior written notice of his such intention. On receipt of such notice, the Owner shall issue 15 days' notice in writing calling upon Purchaser to execute and register Deed of Cancellation. Only upon execution and registration of such deed of Cancellation, Purchaser shall be entitled to receive refund of consideration subject however to deduction of 10% earnest money and compensation of Rs. _____as mutually agreed liquidated damages.

24. Name of the said Complex forever shall be known as "TATER FLORENCE" and that of the present building as "DAISY". The Purchaser/proposed society shall not be entitled to change the name of the Complex and/or individual wing/building(s).

25. Any delay tolerance or indulgence shown by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Owner/Developer shall not be construed as a waiver on the part of the Owner/Developer 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 the rights of the Owner/Developer.

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

Email: _____

Address: _____

27. The Purchaser/s hereby declares that he/she/they/it has/have gone through this Agreement and all the documents related to the said property and the said Flat and has/have expressly understood

the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement.

28. The Owner/Developer shall have a first lien and charge on the said Flat, in respect of all the amounts that may remain unpaid by the Purchaser/s under the terms and conditions of this Agreement.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the said Flat or of the said Property and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Owner/Developer until the same are transferred to Society/Limited Company or Federation of Society as provided herein.

30. DISPUTE RESOLUTION

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

31. GOVERNING LAW

This Agreement and 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 as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

32. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid by The Purchaser/s. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents,

lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Owner/Developer the number and the day on which the same is lodged, sufficiently in advance to enable the Owner/Developer within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser/s.

33. All costs, charges and expenses in connection with the formation & registration of a co-operative housing Society/Limited Company/Association as well as the costs of the preparing, engrossing the Conveyance, stamp and registration charges thereof and all other agreements, deeds or any other documents required to be executed by the Owner/Developer as well as the entire professional fees of M/s. Purnanand & Co., the Solicitors of the Owner/Developer for preparing and approving all, such documents shall be borne and paid by the Society/ Limited Company/ Association or proportionately by all the purchasers of flats in the said building. The stamp duty and registration charges incidental to this Agreement shall also be borne and paid by the Purchaser/s. The share of the Purchaser/s of such cost, charges and expenses shall be paid by him immediately on demand.

34. The PAN Numbers of the Parties hereto are as under:

Sr. No.	Name of the Party	PAN No.
1	Tater Realty Owner/Developer	_____
2.	Mr./Mrs. M/s _____ Purchaser/s	_____

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Plot bearing No.41 admeasuring 300 sq.mtrs being part of layout of new Gat no.117 -1B situated lying and being at Village Dahivali Tarf Need, Tal. Karjat, District Raigad in the registration District of Raigad within registration district Raighad and sub registration district Karjat also now falling within the Karjat Municipal council, Karjat and bounded as follows:

On or towards the North: 6 meter road

On or towards the East: Plot no.46

On or towards the West: Sr. No.133

On or towards the South: Plot No.40 & Plot no.35

THE SECOND SCHEDULE ABOVE REFERRED TO

Plot bearing No.46 and 47 both admeasuring 300 sq. mtrs. each being part of layout of new Gat no.117 -1B situated lying and being at Village Dahivali Tarf Need, Tal. Karjat, District Raigad in the registration District of Raigad within registration district Raighad and sub registration district Karjat also now falling within the Karjat Municipal council, Karjat and bounded as follows:

On or towards the North: 6 meter road

On or towards the East: 9 meter road

On or towards the West: Plot No.40 & 41

On or towards the South: 6 meter road

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLAT)

Flat No.____ having carpet area of ____sq.ft as defined under The Real Estate (Regulation and Development) Act, 2016 and exclusive balcony area admeasuring____sq. ft. attached therewith on the _____ floor in Wing 'C' of the said Building "DAISY" at TATER FLORENCE together with ____ car paking space under stilt bearing no.____admeasuring____sq mtr i.e ____sq ft_situated on Plot bearing No.41 admeasuring 300 sq. mtrs., Plot bearing No.46 admeasuring 300 sq. mtrs. and Plot No. 47 admeasuring 300 sq mts. being part of layout

of new Gat no.117 -1B situated lying and being at Village Dahivali Tarfe Need, Tal. Karjat, District Raigad in the registration District of Raigad within registration district Raigad and sub registration district Karjat also now falling within the Karjat Municipal council, Karjat.

SIGNED SEALED AND DELIVERED BY }
The within named “the Owner /Developer” }
TATER REALTY }
Through its Partner Skyline Vision Pvt. Ltd.: }
Through its Director }
MR. SHILPIN TATER }
in presence of..... }

SIGNED SEALED AND DELIVERED BY }
The within named “The Purchaser” }
1) MR/Mrs./M/S }
in presence of..... }

Witness:-

Sign _____
1. Name - _____
R/at: - _____

Sign _____
2. Name - _____
R/at: - _____

RECEIPT

RECEIVED of and from the above named flat Purchaser a sum of Rs.
/- (Rupees Only) being the amount of earnest
money paid by the Purchaser to us through cheque in following
manner:-

Date	Amount	Cheque No./Cash	Name of Bank
Total			

I SAY RECEIVED

Authorized Signatory