

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (**“this Agreement”**) is made at Mumbai on this ____ day of _____ in the Christian Year of Two Thousand and Twenty Two;

BETWEEN

M/s. OM SHANTI HOUSING, PAN: **AABFO4424B**, a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at 18-20B, Sugra Building, 2nd Floor, 16 Tribhuvan Road, Near Dreamland Cinema, Grant Road, Mumbai – 400 004, represented by its authorised partner **Mr. Joitkumar Bhomchand Jain** (PAN: **AABPJ9794M**) authorised vide resolution dated _____, hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **ONE PART**;

AND

[in the case of Individual]

Mr./Mrs./M/s. _____, PAN: _____, son/daughter/wife of _____, aged about ____ years, adult Indian Inhabitant residing at _____, hereinafter referred to as the **“PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

[If the Purchaser/s is a Company]

M/S. _____, CIN: _____, a Company incorporated under the provisions of the Companies Act (1956 or 2013, as the case maybe), having its registered office at _____, PAN: _____, represented by its authorised signatory _____, PAN: _____ duly authorised vide Board resolution dated _____, hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

[OR]

[in the case of Partnership Firm]

M/S. _____, a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____,

PAN: _____, represented by its authorised partner _____ (PAN: _____) authorised vide resolution dated _____, hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART**

WHEREAS:

- A. The Trustees for the Improvement of the City of Bombay, the Municipal Corporation of City of Bombay (now known as Municipal Corporation of Greater Mumbai (**MCGM**)) is the owner of and are seized and possessed of or otherwise well and sufficiently entitled to land or ground containing an area admeasuring 3977.46 Sq. Mtrs. or thereabouts bearing C.S. Nos. 25 of Dadar Naigaon Division within the Registration District and Sub-District of Island City of Mumbai, together with the structure standing thereon and situated at G. M. Nangre Marg, in 'F/South' Ward, Parel, Mumbai - 400012, hereinafter referred to as the “said property” and more particularly described in the First **Schedule** hereunder written.
- B. The said property comprised of six semi-permanent sheds of Ground Floor, thereby consisting in it, 79 (seventy nine) residential tenants and 3 (three) staff quarters. The Tenants formed themselves in a co-operative housing society in the name of **“Dharti Co-operative Housing Society Limited (Proposed)”** under the provisions of Maharashtra Co-operative Societies Act, 1960, hereinafter referred to as the **“said Society”**. Thereafter, the said Society was duly registered vide Registration No. MUM/WFS/HSG/(TC)/8600/07-08 dated 10.04.2007. On 56 Tenants being rehabilitated in the Rehabilitation Building No. 1, they became the Members of the said Society. The balance 23 (twenty-three) tenants shall be accommodated in Sale Building No. 2 and shall become the members of the Society that shall be formed with the prospective purchasers of Free Sale Area.
- C. By and vide Development Agreement dated 29th August, 2005, the Promoters of the Dharti Co-operative Housing Society Limited, therein referred to as the Society of One Part and the Developer herein and therein referred to as the Developer of the Other Part, wherein the Developer was granted the redevelopment rights of the said property on such terms and conditions as mentioned therein.
- D. By and vide Power of Attorney dated 29th October, 2005, the Chief Promoters of the said Society granted power of attorney in favour of Mr. Paras S. Porwal, (Partner of the Om Shanti Housing) authorizing them to do all such acts and deeds for the redevelopment of the said property.
- E. The Assistant Commissioner (Estates) has issued Annexure – II vide Letter dated 26th December, 2005 under No. AC/Estates/15836/AD (Soc.) wherein the said property is occupied by 79 residential tenants and 3 tenants in staff quarters.

- F. The Chief Promoter of the said Society obtained Letter of Intent (**"LOI"**) dated 2nd February, 2006 under No. Ac/Estates/14656/AO(Soc) from Assistant Commissioner (Estates), MCGM wherein the redevelopment proposal of the said Property was sanctioned on the terms and conditions as specified therein.
- G. The Building Proposal Department of MCGM sanctioned the plans of the building submitted by the Promoter and issued Intimation of Disapproval (**"IOD"**) dated 1st April, 2009 under No. EB/4050/FS/A in respect of the Sale Building No. 2 to be constructed on the said property. The said IOD was further revised and amended in accordance with the Development Control and Promotion Regulations, 2034 vide IOD dated 29th July, 2021 bearing Ref. No. E.B./ 4050/FS/A/337/2/Amend, however subject to the terms and conditions set out therein.
- H. The Promoter through their Architect submitted the proposal for NOC for construction of Sale Building No. 2 on the said property to Chief Fire Officer, Fire Brigade Department of MCGM and accordingly Fire Brigade Department of MCGM issued its NOC dated 12th December, 2008 under No. FBM/508/363, subject to the terms and conditions set out therein.
- I. The Promoter through their Architect submitted the proposal Estate Department, MCGM (Owner) for its NOC for the construction of the **Rehab + Sale Building No. 2** on the said property and accordingly Assistant Commissioner (Estates) granted its consent to construct a Sale Building No. 2 on the said property vide NOC to CC dated 12th August, 2009 under No. AC/Estates/5562/AD (Soc.) however subject to the terms and conditions set out therein.
- J. MCGM has issued Commencement Certificate (**"CC"**) dated 1st September, 2009 under No. EB/4050/FS/A in respect **of Rehab + Sale Building No. 2** has been issued upto plinth level and further extended upto the eighteenth floor vide CC dated 14th October, 2020 under No. EB/4050/FS/A/FCC/1/New.
- K. The Promoter through their Architect submitted the parking layout plans in respect of the redevelopment of the said property to Office of Dy. Ch. Eng. (Traffic), MCGM and accordingly Parking NOC dated 25th July, 2012 under Ref No. Dy.Ch.E./P-572/Traffic came to be issued in respect of the Sale Building No. 2, however subject to the terms and conditions set out therein.
- L. Various Affidavits/Registered of Undertaking/Indemnity Bond came to be executed by the Developer from time to time in favour of MCGM and other government authorities with the object to obtain various construction permissions and approvals and same are listed as under:
- a. By and vide an Undertaking dated 11th January, 2007, the Developer undertakes to fulfil the condition of the Letter of Intent dated 2nd February, 2006 wherein the Developer undertakes to pay to the MCGM, 90% of the capitalized value of the sale competent, which works out to be Rs. 12,34,50,480/- (Rupees Twelve Crore Thirty Four Lakh Fifty Thousand Four

Hundred Eighty only) to be paid in one instalment, before issuance of the occupation certificate in respect of the Sale Building.

- b. By and vide an Undertaking dated 7th April, 2007 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial No. 3037/2007, wherein the Developer has undertaken (i) to demolish the excess area constructed beyond the FSI; (ii) not misuse the meter cabin, silt portion, society office, servant toilets, part/pocket terrace in future as per IOD condition; (iii) minimum nuisance during the construction activity and while the work is in progress; (iv) to pay the difference if any, in the premium paid and calculated as per revised land rates as and when applicable and demanded and (v) handover the setback land free of cost and free of encumbrances and obtain setback handing over certificate from the respective Ward officer.
- c. By and vide an Indemnity Bond dated 07th April, 2007 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial No. 3038/2007, wherein the MCGM is indemnified against (i) damages, risks, accidents, risks to the occupiers while construction work is in progress and there will be no nuisance, (ii) disputes, charges, liens, litigations, claims arising out of the ownership of the said property and (iii) losses, damages, expenses that maybe incurred by MCGM on demands of whatsoever nature preferred or made by a person/s by reason or permission to redevelop the said property or arising there from.
- d. By and vide an Undertaking dated 10th June, 2009 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial No. 3922/2009, wherein in respect of the Sale Building No. 2, the Developer undertakes (i) handover the setback land free of cost and free of encumbrances and obtain setback handing over certificate from the respective Ward officer and ownership of setback area shall be transferred to MCGM; (ii) to demolish the excess area constructed beyond the FSI; (iii) not misuse part or pocket terrace/stilt, etc.; (iv) minimum nuisance during the construction activity and while the work is in progress; (v) to pay the difference if any, in the premium paid and calculated as per revised land rates as and when applicable and demanded; (v) handover the setback area of the balance portion of the plot not covered under the proposal as and when required by MCGM; (vi) Not misuse the greater height of entrance lobby; (vii) will not misuse fitness centre and same shall be constructed before the registration of the Society; (viii) will not misuse the swimming pool; (ix) will not misuse DG Set Room and (x) will not misuse the service floors.

M. In respect of the Project:

- a. The Promoter have appointed AR.PADMAAR G. REDEKAR of **M/s. G. M. Redekar & Associate** as Architect, registered with the Council of Architects,

(hereinafter referred to as the **“Project Architect”**) and Structural Consultant Er. Piyush Sura of **M/s. Sura & Associate** in respect of the design and execution of the Project (hereinafter referred to as the **“Project Consultant”**). The Promoter shall have the right to remove and substitute the Project Architect and/or Project Engineer and has accepted their professional supervision till the completion of the Project;

- b. The Promoter have obtained the Title Certificate dated **18 Sep 2021** issued by M/s Lex Services, Advocates and Attorneys, inter alia the title of the Promoter to the said property is certified.
- c. In these circumstances, the Promoter are re-developing the said property by constructing the building and are selling on ownership basis, Flat premises therein under the provisions of Regulation No. 33 (7) of Development Control and Promotion Regulations, 2034 (**“DCPR 2034”**) and to avail of and consume the Floor Space Index, the permissible Transfer of Development Rights (TDR) of the said property including its potential as a receivable plot and /or pursuant to necessary amendments or modification in the prevailing norms of the Government, MCGM or any other local authority, it is now presently contemplated that the re-development shall inter-alia comprise of two multi-storied buildings comprising of two buildings:
 - a. One multi-storied building as Rehabilitation No. 1 comprising of Ground + 7 Upper floor (Rehab Flats) for rehabilitation of the tenants (hereinafter referred to as the **“Rehab Building”**); and
 - b. One multi-storied building as **Sale Building No. 2** comprising of Ground + 6 upper Floors (Parking) + 7th to 12th Floor (Rehab Flats) + 13th Floor (Refuge Floor) + 14th to 19th Floor (Sale Flats) + 20th Floor (Refuge Floor) + 21st to 26th Floor (Sale Flats) + 27th Floor (Refuge Floor) + 28th to 33rd Floor (Sale Flats) + 34th Floor (Refuge Floor) + 35th to 39th Floor (Sale Flats) for rehabilitation of 23 tenements and free sale (hereinafter referred to as the **“Composite Building”** [Composite Building is identified as **Sale Building No. 2** in all the permissions and approvals]). The Sale Building No. 2 / Composite Building is known by Promoter as **“ Dharti Heights ”**.
- N. The Promoter have registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____.
- O. By virtue of the Development Agreement 29th August, 2005 and all the approvals and permission, the Promoter alone, has the sole and exclusive right to sell all the saleable Flats and to allot parking/open parking spaces in the said Composite Building to be constructed by the Promoter on the said Property and to enter into agreements with the Purchaser/s and to receive the sale proceeds in respect thereof, subject to rehabilitating the tenants in the said Composite Building as per their respective agreements.

- P. The Purchaser/s demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said property, permissions, approvals, and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**the said MOFA**") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said RERA**") and the rules made thereunder.
- Q. While sanctioning the said plans, the concerned local authority and/or Government/ the said MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and constructing the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said Composite Building shall be granted by the concerned local authority.
- R. The Promoter accordingly have commenced development of the said Property and construction of the said Composite Building in accordance with the said plans.
- S. The Promoter is constructing the Composite Building known as "**Dhart Heights** " on the said Property, as a phase of a real estate project as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**").
- T. The Purchaser/s is/are aware that layout of the said Property including the right of way/ access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or MCGM and/or other statutory authorities. The Promoter reserve their right to alter the layout design, elevation, increase number of floors, construct buildings abutting and/or touching the existing buildings /make variations in the layout with such modifications thereto as the Promoter, MCGM, and/or any other authorities may from time to time determine/ or as may be required), without the consent of the Purchaser/s.
- U. The Purchaser/s has applied to the Promoter for allotment of a Residential Flat in the Composite Building known as "**Dharti Heights**" and has/have requested the Promoter to sell to him/her/them/it the Residential Premises being Flat No.____, inclusive of its structural elements admeasuring _____Sq. Ft. (equivalent to _____ Sq. Mtrs.) RERA carpet area (inclusive of the area of the enclosed balconies and fungible area) shown in Blue colour boundary lines on the floor plan annexed hereto as **Annexure "_____"**, on the ____ floor of Sale Building No. 2/Composite Building ("**said Flat**") and the right to use and maintain _____ No/s of Car Park/s at _____ ("**Car Park**"), hereinafter

said Flat and Car Park are collectively referred to as the **“said Premises”** and more particularly described in the **Second Schedule** hereunder written.

- V. Accordingly, at the request of the Purchaser/s the Promoter have agreed to sell/allocate and the Purchaser/s has /have agreed to purchase the said premises at or for the total consideration of **Rs. _____/- (Rupees _____ only)** and on the other terms and conditions as appearing hereinafter.
- W. Prior to the execution of these presents the Purchaser/s has/have paid to the Promoter a sum of **Rs. _____/- (Rupees _____ only)** as earnest money (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner appearing herein.
- X. The Purchaser/s has/have carefully read and understood the contents and meanings of each clause of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.
- Y. Under Section 13 of the said RERA, the Promoter is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser/s. The Parties are, executing these presents which shall registered under the Indian Registration Act, 1908;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises.
- AA. The list of Annexures attached to this Agreement are as under:

Sr. No.	Annexure	Particulars
1.	Annexure “A”	Copy of Property Register Cards of said Property
2.	Annexure “B”	Copy of IOD dated 29 th July, 2021 issued by the MCGM
3.	Annexure “C”	Copy of the CC dated 14 th October, 2020 issued by MCGM
4.	Annexure “D”	Copy of Title Certificate dated _____ issued by the M/s. Lex Services
5.	Annexure “E”	Typical Floor Plan
6.	Annexure “F”	Registration Certificate issued under RERA

7.	Annexure “G”	List of Amenities
8.	Annexure “H”	Rules and Regulations

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

1. The Parties hereby declare, agree and confirm that all the representations made in the recitals of this Agreement, are and shall form and be deemed to be an integral and operative part of this Agreement as if incorporated in the main body of this Agreement.
2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct the said Composite Building on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/ or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged and so long as such variation and/or modification does not adversely affect the said Flat, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s one Residential Premises bearing Flat No. _____ admeasuring _____ Sq. Ft. (equivalent to ____ sq. mtrs.) RERA carpet area (inclusive of the area of the enclosed balconies and fungible area) on _____ Floor of “_____” as shown in Blue colour boundary lines on the floor plan thereof hereto annexed and marked **Annexure – “_____”** and the right to use and maintain _____ No/s of Car Park/s at _____ for a lumpsum consideration of Rs._____/ - (Rupees _____ only). The amenities, fixtures and fittings to be provided by the Promoters in the premises and the said sale building are those that are set out in **Annexure –“_____”** annexed hereto below. The limited common amenities to be provided by the Promoters in the said sale building are those as set out in **Third Schedule** written hereunder.
4. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the consideration/Sale Price of the said Premises including the car parking space of **Rs. _____ / - (Rupees _____ only)** to the Promoter as follows:

- a. Amount of Rs. _____/- (Rupees _____ only) 10% plus all taxes including GST and/or any and all other taxes being the Booking Earnest Money on or prior execution hereof.
- b. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 35% of the total consideration) plus all taxes including GST and/or any and all other taxes, on Footing & Piling of the building or wing in which the said flat is located
- c. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Plinth Work of the building or wing in which the said Flat is located.
- d. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 52% of the total consideration) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 1 of the building or wing in which the said Flat is located.
- e. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 64% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 5 including stilt of the building or wing in which the said Flat is located.
- f. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) plus all taxes including GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 7 of the building or wing in which the said Flat is located.
- g. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 76% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Brick Work / Internal Plaster / Flooring / doors and Windows, of the said Flat.
- h. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 82% of the total consideration) plus all taxes including GST and/or any and all other taxes, 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.
- i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 88% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the External Plaster / External Plumbing and, Water Proofing, of the building or wing in which the said Flat is located.
- j. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 94% of the total consideration) plus all taxes including GST and/or any and

all other taxes, to be paid to the Promoter on completion of the Lift Completion / Electrical Fittings, of the building or wing in which the said Flat is located.

- k. Balance Amount of Rs. _____/- (Rupees _____ only) plus all taxes including GST and/or any and all other taxes, against and at the time of handing over of the Possession of the Flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.
5. The Promoter has agreed to permit the Purchaser/s, the right to exclusive use _____ parking space/s in a parking Area. The Parking Space is made available free of charge to the Purchaser/s and the consideration agreed to be paid under this Agreement is only for the RERA carpet area of the said Flat.
6. The Purchaser/s agrees, acknowledges and confirms that since the Purchaser/s agreed to pay the Sale Price in the manner set out hereinabove, the Promoter has agreed to allot the said Flat at the Sale Price of **Rs.** _____/- (Rupees _____ only) plus all taxes including GST and/or any and all other taxes
7. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the Composite Building 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 price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.
8. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _____/- (Rupees _____ Only) plus all taxes, cess, fees, cost, charges, duties etc. including Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner as mentioned in Clause 4.
9. Time for payment of each instalment is the essence of the contract.
10. The Sale Price is exclusive of any sums, amounts and taxes including GST (Goods and Service Tax) and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Premises and all such amounts shall be entirely borne and paid by the Purchaser/s only and the Promoters shall never be liable responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including GST, etc.

and other charges, within one week from the date of demand being made by The Promoters. The Purchaser/s shall indemnify and keep us indemnified in this regard.

11. The Purchaser/s shall pay to the Promoter escalations / increases in the Sale Price if such escalation / increase is on account of development charges, payable to the authority and/or any other increase in charges, which may be levied or imposed by any authority from time to time.
12. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, along with the Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoter to send intimation requiring such payment shall not be a plea, or an excuse by the Purchaser/s for non-payment of any amount or amounts.
13. The Purchaser/s shall make all payments of the Sale price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of – **“M/s. Om Shanti Housing”**. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Premises/said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of – **“ M/s. Om Shnati Housing”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit the amounts paid by the Purchaser/s to the Promoter in the manner set out in Clause 4. 70% (Seventy percent) of the amounts deposited/transferred to Escrow Account, from time to time shall be deposited in a separate account to be maintained under section 4(2)(1)(D) of RERA.
14. The Purchaser/s are aware that as per present statute, GST is levied/applicable on the Sale Price and other amount payable hereunder and consequently the amount of each instalment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake/s to pay the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter here under, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State

Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, 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 undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

15. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price and GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each instalments and GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are aware that the time to make the payment of instalments and GST and all other taxes as mentioned in above is the essence of contract and in an event of delay on part of the Purchaser/s to make the payment of any of the instalment together with GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

16. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then the earnest money paid by the Purchaser/s as mentioned in clause 4 (a) above shall stand forfeited and the Purchaser/s shall not be entitled to such earnest money paid by him/her/them to the Promoter. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Purchaser/s here by agree and confirm that the Promoter shall not be responsible for the refund of any of the applicable taxes including GST or any other tax, levy, statutory charges paid on this Agreement by the Purchaser/s to the Promoters and/or collected by the Promoters from the Purchaser/s. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s only after the said Flat is sold to new prospective purchaser/s and the Promoter have received entire sale price of the said Flat from such prospective purchaser/s.

17. In respect of the car parking space, the Purchaser/s is/are aware:

- a. that the said Parking Spaces, if allotted, shall be without any consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces by the

Promoters and/or the Society/Organisation and shall pay such outgoings in respect of the said Parking Spaces as may be levied by the said Organizations;

- b. that Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces;
- c. that Purchaser/s shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Spaces allotted to the Purchaser/s herein.

18. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- a. If the Purchaser/s commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- b. If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, LOI, IOA, IOD and C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits, etc.;
- c. If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- d. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- e. If the Purchaser/s is/are convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- f. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- g. If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/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.
- h. an event of force majeure has occurred.

19. On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 15 (Fifteen) days' notice to the Purchaser/s to rectify/remedy such breach. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct the earnest money of **Rs. _____/- (Rupees _____ only)** and the balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 (Thirty) days after the said Premises has been sold to new Purchaser/s and all amounts including the consideration in respect thereof has been received by the Promoter from the new Purchaser/s. It is further clarified that any profit arising from such sale of the said Premises to the new Purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Promoter. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of the such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 (Fifteen) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 (Thirty) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said Premises is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoters. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s towards the said Premises to the extent so as to clear the mortgage/debt/charge on the said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution, etc., the Promoters shall refund the Purchaser/s the balance amount (if any) without any interest subject to such deductions as mentioned in **Clause 16**. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected.

20. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit all such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at @18% per annum from the due date till the date of realization thereof.
21. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show Premises, height of the ceiling of the show Premises, measurements, layout of the show Premises, area of the show Premises, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Premises and/or any other Premises and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show Premises and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Premises on the basis of such show Premises, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Premises shall be mentioned herein and the same shall be final.
22. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
23. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats, car parking, portion or portions of the said Building, etc. including recreation ground, internal roads, recreational facilities such as swimming pool, gardens, club-house, gym and fitness centre etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off the said Property and/or said Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said

Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, gardens as provided in plan, club-house, table tennis and/or squash court/s, etc. in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various Premises in the said Sale Building along with the Users/Occupiers of other Premises in the Composite Building on the said Property.

24. With regards to the common areas described in the **Third Schedule** hereunder written, it is agreed that:

- a. The Promoter shall be the owner and will have all the rights, title, interest in respect of the common areas.
- b. the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas.
- c. the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.

25. The Promoter shall at their sole discretion and at the cost and expenses of the purchaser/s of the flats in the Composite Building, form and register separate co-operative society/s or condominiums or Limited company (hereinafter be referred to as the **“said Organization”**) under the provisions of the Maharashtra Cooperative Societies Act 1960 or a company which shall be incorporated under the provisions of the Companies Act 2013 or any other organisation as per the sole discretion of the Promoter comprising of holders of Flat to be known by such name as the Promoter may decide within a period of 6(six) months of obtaining Full Occupation Certificate.

26. The Purchaser/s shall join in forming and registering the organization of the Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said organization and for becoming a member, including the bye-laws of the said organization and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchaser/s of the respective towers of the Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.

27. The Purchaser/s is aware that the balance 23 tenements of the said property shall also join in forming and registering of the said Organization and the Purchaser/s shall herein create no hinderance or obstruction in respect of the 23 tenements being inducted as members of the said Organization.
28. The Purchaser/s shall make his/her/their contribution towards Share Money as may be required to be made to the said Organization so as to enable the said Organization to make the Purchaser/s the member/s of the said Organization.
29. The Purchaser/s shall pay to the Promoter/said Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises. The Purchaser/s along with the other purchasers/Purchaser/s's will not require the Promoter to contribute a proportionate share of the maintenance charges, outgoings, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Premises and other Flats which are not sold or disposed off by the Promoter even after the said Property has been leased or conveyed in favour of the said Organization. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold Flat and other Flat, shall be borne and paid by the purchasers of the flats including the Purchaser herein from the date the Purchaser is intimated to occupy the said Flat.
30. The maintenance charges mentioned in clause 59 below shall be used by the Promoter for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security, etc. In case it is so required, the maintenance charges mentioned in clause 59 below may also be used by Promoter at their discretion for any other purpose. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to the said Organization as may be determined by the said Organization to be paid to the Organization as aforesaid.
31. The Promoter has informed to the Purchaser/s, and the Purchaser/s is/are aware that: (i) The Purchaser/s shall become member of the said Organization formed by the Promoter and (ii) only after the Purchaser/s have made payment of all the amounts including the Sale Price to the Promoter strictly in accordance terms hereof and only after the Purchaser/s have performed and complied with all other terms, conditions, covenants, obligations, undertakings etc. contained herein, the Promoter shall cause to the said Society to admit the Purchaser/s as members thereof and thereupon the Purchaser/s sign and execute the application for membership and all form and other documents and pay all amounts and become members of the said Organization.
32. The Purchaser/s shall at the time of taking possession of the said Premises from the Promoter pay to the Promoter amounts as specified in Clauses 58 and 59 below.

33. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, car parking spaces, portion or portions of the said Composite Building, etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may, if it so desires, become a member of the said Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organizations shall object to or dispute the same. On the Promoter intimating to the said Organizations, the name or names of the Purchaser/s or acquirer/s of such unsold flats, shops, premises, etc., the said Organizations shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Purchaser/s towards development charges, legal charges, etc. as mentioned in clause 58 below. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of Full Occupation Certificate. Provided, however, in the event that the Promoter occupies or permits occupation of any flat, such occupant/s or the Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/consent of the Organization.

34. The Purchaser/s hereby is aware that once the said Organization shall be formed and registered and the Promoter shall handover the documents such as Title Deeds, all permissions and approvals, sanctioned plans, warranty cards, AMC contracts, etc. to the said Organization for future reference and needs.

35. Notwithstanding anything contained herein it is however agreed that the Promoter shall always have irrevocable and unconditional rights and shall be entitled to:

- a. utilize, consume, load, exploit etc. entire FSI, potential, yield of the said Property, TDR, Fungible FSI, free FSI, compensatory FSI, premium FSI and all FSI's, benefits, etc.;
- b. complete the construction of the said Composite Building on the said property; and
- c. sell all the premises, etc. and receive all the amounts from the purchaser/s including the Sale Price from the purchaser/s hereof.

36. The Purchaser/s shall at no time demand partition of the said Building and/or said Property, and/or the Project etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
37. In the event of the Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of purchaser/s, Wing-wise or Phase wise, as the Promoter may in his sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company and shall not take charge or demand administration of the said Building, till the said Building is duly completed by the Promoter and till entire F.S.I. including T.D.R. consumption benefits available in respect of the said Property is duly utilized by the Promoter and all the Purchaser/s of premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the flats with the Promoter as contained herein without any delay or default. The Purchaser/s further confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to overall paramount rights of control and management by the Promoter alone.
38. The Promoters have informed the Purchaser/s that since this will be layout of two buildings, the MCGM may cause one or several deeds, lease, sub-lease as the case may be. However, if it is not permissible or feasible to give building wise Lease then at the sole discretion of the Promoters, sub-lease shall be executed of the entire property in favour of the Apex Body/Federation formed of all Societies. However, each building shall have a separate Society. The Purchaser/s in each building shall form an ad-hoc committee of each building pending execution of lease-deed/sub-lease. The said Committees shall look after the day to day management of the respective buildings including payment of taxes and all outgoings. However, the internal roads and all internal common amenities and facilities and the infrastructure of the said lay outs and maintenance thereof shall be made by the Apex Body / Society. It is further made clear that each Committee of the said buildings shall at least have one Office bearer on the said Apex Body / Society and the Apex Body / Society will elect their own Managing Committee in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960. It is agreed that all the expenses that may be required to be incurred for the purpose of the maintenance of common amenities like internal roads, and facilities shall be borne and paid by the Purchaser/s of the said buildings in accordance with the directions that may be given from time to time by the Managing Committee of the Apex Body / Society.
39. All costs, charges and expenses incurred in connection with the formation of the said Organizations as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and

paid by the Purchaser/s and the said Organizations as aforesaid and/or proportionately by all the holders of the flats, etc., in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.

40. The Promoter shall allot all flats, garages, car parking, open spaces, etc. intended to be constructed on the said Property with a view ultimately that the Purchaser/s/Purchaser/s/s of all the flats, garages, car parking, open space etc., in said Building shall be admitted to their respective Organization. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, etc. separately and independently and the Purchaser/s/Purchaser/s/s of all the flats, garages, car parking, open space in said Building shall be admitted to the Organizations.

41. The Purchaser/s hereby agrees that he/she/they are aware that the said Buildings are constructed with open space deficiency and M.C.G.M. Various Affidavits/Registered of Undertaking/Indemnity Bond came to be executed by the Developer from time to time in favour of MCGM and other government authorities with the object to obtain various construction permissions and approvals will not be held liable for the same in future.

42. The Purchaser/s and the person/s to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Organizations/Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property.

43. It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall be entitled at any time to amend the layout and/or to construct additional Building/ structures on the said Property and/or additional floors on said Building being constructed on the said Property, even after completion of said Building and/or the conveyance of the said Property in favour of the Apex Body/Organization. All such additions, alterations, additional floors and/or additional wings, Building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of T.D.R. and/or any other rights, benefits including floating rights which may be available in respect of the said Property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilize and consume such T.D.R., F.S.I. or any other potential, other rights, benefits including floating rights, etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser/s shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the

Promoter making additional construction or any other ground whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable and unfettered right of the Promoter to amend the layout and construct and sell/allot the said Building/structures on the said Property and/or additional floors on the said Building being constructed on the said Property in the manner by the Promoter deems fit without any further or other consent or concurrence in future

44. It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner, as the Promoter may desire. The Promoter is retaining unto himself full rights for the purpose of providing ingress or egress to the Purchaser/s from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
45. It is agreed between the Promoter and the Purchaser/s that the Promoter shall on or before completion of the development of the said Property, shall be entitled to provide right of way/access to the new buildings that shall be constructed and the Purchaser/s unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future.
46. It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by MCM in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoter may desire. It is further agreed that the Promoter in his absolute discretion shall be entitled to locate or provide in the said Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Organizations at the discretion/option of the Promoter time to time.
47. The Purchaser/s hereby expressly consents to the Promoter re-design the said Building or increase in number of floors, adding more Building or Building or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Building in which the Purchaser/s has/have agreed to acquire the premises is completed earlier than other Building structures, then the Purchaser/s confirms that the Promoter will be entitled to utilize any F.S.I., T.D.R. and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the

premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the Purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such said Organizations as the case may be and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

48. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said Property and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any F.S.I. exceeding the F.S.I. used or any F.S.I. available now or in future and consumed in the said Building and that the Purchaser/s and/or the said Organizations shall not be entitled to put up any further or additional construction on the Building exceeding the F.S.I. consumed therein or for any reason whatsoever.

49. The name of project shall always be known as “_____” and this name shall not be changed without the written permission of the Promoter.

50. It is expressly agreed that the said Premises R.C.C. structure with Block with cement plaster containing all the specifications, fixtures, fittings and amenities as specified in **Annexure – “_____”** and the Purchaser/s confirm/s that the Promoters shall not be liable required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises and the Building/s and said Property.

51. Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Purchaser/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by _____ (**“Possession Date”**). If the Promoter fails to hand over the said Premises to the Purchaser/s on or before the Possession Date, and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest on the amount out of Sale Price utilised by the Promoters for the purposes other than the completion of the present Project, as per the RERA Rules for every month of delay from the Possession Date till the handing over of the possession of the said Premises. It is categorically agreed that the Promoters shall not be liable to pay any interest on the part of the consideration utilised by the Promoter towards the expenses incurred under the Project.

52.If the Purchaser/s intend to cancel this Agreement or withdraw from the Project, then on cancellation of this Agreement by the Purchaser/s:

- a. The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter save and except the Earnest Money in respect of the said Flat (except the amounts towards GST and other taxes) within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;
- b. The Purchaser/shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
- c. The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.

53.For the purpose of this Agreement, the “Other Circumstances” shall include but not limited to:

- a. Non-availability of steel, cement, other building material, water or electric supply;
- b. War, Civil Commotion, fire, earthquake, flood, epidemic, pandemic, labour controversy, riot, civil disturbance or act of God;
- c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
- d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- e. Delay in issuance of any certificate and/or grant of any permission, sanction, approval, and/or including but not limited to permission such as Commencement Certificate for construction of the New Building, applicable No-Objection Certificates, Occupation Certificate as may be required in respect of the said property;
- f. Economic downturn;

- g. Any other act or event which is beyond the Promoter's reasonable control including the Promoter's precarious financial condition and/or economic downswing in real estate industry; and
- h. Any other circumstances or conditions or other causes beyond the Promoter's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Promoter's workers or labourers or the workers or labourers of the contractor or suppliers.

54. The Purchaser/s shall not let, sublet, sell, charge, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises or any of their rights and/or benefits, without the Promoter's prior written consent, till the Purchaser/s have paid all the amounts payable in this Agreement to the Promoter and the Promoter has handed over the possession of the said New Premises to the Purchaser/s.

55. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses 58 and 59 below. The Purchaser/s shall occupy the said Flat within 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and/or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the **"Date of Possession"** and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.

56. Commencing 15 days after notice in writing is given by the Promoter 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 outgoings in respect of the said Property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the said Building. Until the said Purchaser/s are admitted as members of the Organizations, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

57. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity.

58. The Purchaser/s shall, simultaneously with the Promoter offering possession of the said Premises, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 4 above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to

retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

Sr. No.	Particulars	Amount (Rs.)
(i)	Legal Charges	1,00,000/-
(ii)	Charges for Formation and Registration of Organization	25,000/-
(iii)	Gymnasium, Club House and Swimming Pool	4,00,000/-
(iv)	Electric Meter Deposit & Other Charges	50,000/-
(v)	Water Deposit & Other Charges	50,000/-
(v)	Infrastructure Development Cost	
	TOTAL	

59.In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Premises is offered. The Promoter shall maintain account in respect of said amounts and shall provide the same to the Organization at the time of handover to the said Organization only in respect of the said amounts.

Sr. No.	Particulars	Amount (Rs.)
(i)	Share Money	1,000/-
(ii)	Maintenance Charges for 12 months (Rs. 20/- per Sq. Ft. per month)	
(iii)	Security Deposit (Minimum) (In the event of deficit in share of maintenance /outgoings)	
	TOTAL	/-

60.It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

61. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause 58 and/or 59 above, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
62. It is agreed that the Purchaser/s shall duly inspect the said premises offered for possession by the Promoter and immediately inform the Promoter for the defect if any as regards to the amenities and specification agreed herein which the Promoter shall as far as possible provide/rectify the same, failing which the Promoters shall compensate the Purchaser/s for the defect if any, in the amenities and/or specifications which the Promoter/s is unable to provide/rectify. In case of dispute, the decision of the Architect of the Promoter shall be final and binding upon the Parties herein in this regard. It is specifically agreed that no dispute, claim, demand of whatsoever shall be entertained by the Promoter as regards to defect in amenities, specifications, etc. once the possession of the said premises is handed over to the Purchaser/s other than the structural defect if any as agreed herein.
63. The Purchaser/s by himself/herself/themselves with the intention to bind all persons into whose hands the said Premises and other Flats may hereinafter come, even after said Composite Building and said Property is conveyed or leased in favour of the said Organization, is executed, hereby covenant/s with the Promoter as follows:
- a. Not to do or suffer to be done anything in or to the said Building, said Premises, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Composite Building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
 - b. Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- c. Not to change the user/use of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- d. Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- e. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Composite Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do/cause to do any hammering for whatsoever use on the external/dead walls of the said Building or do any act to affect the F.S.I. potential of the said Property/ said property.
- f. Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement. 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 or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- g. 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 new building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- h. Not to delay/default in payment of the amounts to be paid to the Promoter in addition to the amounts to be collected in Clause 58 and 59 above and pay

within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

- i. Not to delay/default in payment of 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 from time to time.
- j. 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 new building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- k. Shall not violate and shall abide by all rules and regulations framed by the Promoter/ his designated Project Manager or by the said Organization/Apex Body, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Purchaser/s may carry out in the said Flat.
- l. Shall not violate and shall observe and perform all the rules and regulations which the said Organizations may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Composite Building and the premises therein and for the observance and performance of the Composite Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organizations regarding the occupation and use of the said Flat in the Composite Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- m. Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;
- n. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever

nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.

- o. Shall never in any manner enclose 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 Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- p. Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and/or occupy the common area of the Composite Building such as passage, lobby, staircase and/or any part of the said Property.
- q. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions and the consequences as mentioned in clause 16 shall follow and the Promoter shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Purchaser/s, however if such payments are inadequate, the Promoter shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Purchaser/s shall not dispute the decision of the Promoter in this regard.
- r. In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:
 - (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the said Building.
 - (ii) Shall not at any time cause or permit any public or private nuisance or use the loud speaker, etc. in or upon the said Flat, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter.
 - (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but

not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the Said Flat and/or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
 - (v) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
 - (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat 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 dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
 - (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
 - (viii) Shall cause the said Organization to paint the said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organization.
- s. If the Purchaser/s shall cause any internal changes / alterations / modifications in the said Premises that shall cause any defects in the said premises such as any leakage in the said premises and/or the neighboring flats due to alterations in the plumbing and/or water proofing of the said premises, then in such circumstances, such defect in the said premises and in

neighboring flats if any, shall be rectified by the Purchaser/s at its own cost and expenses and shall under no circumstances be the liability/responsibility of the Promoters.

- t. If within a period of five years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the other flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
 - u. The Promoters shall be entitled to obtain the refund from the MCGM/ concerned authorities of all refundable deposits which are paid/ payable by the Promoter to the MCGM/ concerned authorities. In the event the MCGM/ concerned authorities issue refund cheques in favour of the said Organization/s, the said Organization/s shall, in turn, refund the same to the Promoter, within 7(seven) days of the amounts being credited into the said Organization/s account. The deposits of permanent nature required by the authorities/ companies shall not be refunded to the Promoter and the Promoter shall not claim refund of the same from the authorities/ companies or seek any reimbursement from the said Organization/s and the same shall belong to the said Organization/s.
 - v. The Promoter shall be entitled to use the sale office constructed on the said property until the whole with respect to the said property is completed.
64. For the purpose of this Agreement, the **“Structural Defect”** shall include but not limited to:
- a. defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure,
 - b. defects due to faulty or bad workmanship of RCC or MS work,
 - c. defects due to materials used in such RCC or MS work,
 - d. major cracks in masonry work that are induced as a result of failures of RCC or MS work,

- e. any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the Promoter.

However, Structural Defect shall not constitute the following:

- (i) Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc) which carry manufacturer's guarantees for a limited period. Thereafter the said Society shall take annual maintenance contract with the suppliers. The Promoter shall transfer the manufacturer's guarantees/warranties to the said Society.
- (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. which have natural wear and tear.
- (iii) Allowable structural and other deformations including expansion quotient.
- (iv) The terms of work like painting, etc. which are subject to wear and tear.

65. The Promoter shall have irrevocable, unconditional and unfettered rights and be entitled to and the Purchaser/s shall permit the Promoter and his surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.

66. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and his surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges, etc.

67. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building is conveyed to the said Organization or other body and until the said Property is conveyed to the said Organization as hereinbefore mentioned.

68. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the said Building or Building including on the terrace and/or on the parapet wall and/or on

the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/said Organization shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

69. The Purchaser/s hereby grant/s his/her/their Irrevocable consent to the Promoter mortgaging the said Property along with the said Composite Building being constructed thereon save and except the said Premises, to enable the Promoter to augment the funds for the development of the said Property. The Promoter shall clear the mortgage debt in all respects of the said Property in favour of the Organization in the manner provided in this Agreement.

70. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the said Building on the said Property being not ready for use and in the event of the Promoter offering occupation of the Said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance Building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance Building or Building, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or Building or Building on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.

71. The Promoter shall complete the Project by _____ (**“the Project Completion Date”**) provided always that the Promoter shall be entitled to further extension of time for completion of the Project, if the completion of said Project is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoter

72. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the Said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

73. The Purchaser/s is/are aware that Promoter has completed the construction of Rehabilitation Building No. 1 and at present is constructing the said Composite Building namely “_____” on the said property.

74. The Purchaser/s hereby nominates _____, having his/her/their address at _____, who is the _____ of First and Third holder, and _____ to Second holder, of the Purchaser/s as his/her/their nominee in respect of the said Flat. On the death of Purchaser/s, the said _____, (**“the said 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 said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee 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 said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at his discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter No.1 as may be necessary and required by the Promoter.

75. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

76. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned. A notice shall be deemed to have been served as follows:

- a. if personally delivered, at the time of delivery
- b. if sent by courier, registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

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

- a. Promoter PAN:
- b. Purchaser/s PAN:

78. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

79. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

80. Any delay tolerated 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 nor shall the same in any manner prejudice the rights of the Promoter.

81. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

82. The Purchaser/s hereby declares that he/she/they 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 and further agrees not to raise any objection in regard to the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

("said property")

All that piece and parcel of land or ground containing an area admeasuring 3977.460 Sq. Mtrs. or thereabouts bearing C.S. Nos. 25 of Dadar Naigaon Division within the Registration District and Sub-District of Island City of Mumbai, together with the structure standing thereon and situated at G. M. Nangre Marg, in 'F/South' Ward, Parel, Mumbai – 400012 and bounded as follows:

On the East :
On the South :
On the West :
On the North :

THE SECOND SCHEDULE ABOVE REFERRED TO:

(“said Premises”)

All that piece and parcel of Residential Premises bearing Flat No._____ on the _____ Floor admeasuring _____ Sq. Ft. (equivalent to _____ Sq. Mtrs.) of RERA Carpet area (inclusive of the fungible area and area of the enclosed balconies) of the constructed area comprising of Three / Two bedroom, a hall and a kitchen in the building known as “_____” along with the right to use and maintain a car parking space no. _____ on _____ the said property.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREA AND FACILITIES

The Staircase, staircase landings, lifts, lift-well, staircase entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin, common top most terrace will be covered in this common area and facilities.

It is further clarified that the open space, i.e. required land appurtenant to all surroundings of the building which is open to sky excluding parking portion covered, stilt, basement will not be covered under this definition.

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 withinnamed “**PROMOTER**”)

OM SHANTI HOUSING)

Through its authorised Partners authorized)

Pursuant to Resolution dated)

1. MR. _____)

2. MR. _____)

In the presence of:)

SIGNED SEALED AND DELIVERED)

By withinnamed “**PURCHASER/S**”)

MR/MRS/MS. _____)

In the presence of:

RECEIPT

We say, received from the Purchaser/s abovenamed a sum of Rs. _____/-
(Rupees _____ only) vide Cheque No. _____ dated
_____ drawn on _____ Bank, _____ branch towards earnest
money mentioned in the Agreement.

WE SAY RECEIVED RS. _____/-

**OM SHANTI HOUSING
PARTNER**

