

Annexure 'A'
Model Form of Agreement to be entered into between Promoter
and Allottee(s)

MODEL FORM OF AGREEMENT

THIS ARTICLES OF AGREEMENT is made at Mumbai on this _____ day of _____, in the Christian Year Two Thousand Twenty _____

BETWEEN

M/s Baysquare Constructions a Partnership Firm registered under the Indian Partnership Act 1932, having its Office at Ground Floor, Shop No.2, Patel Terrace, Jijamata Road, Pump House, Mogara, Andheri East, Mumbai, Maharashtra – 400 093, hereinafter referred to as “**the PROMOTERS/VENDORS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners from time to time, its successor or successors, its survivor or survivors and the heirs, executors, and administrators of the last surviving Partner and its assigns) of the

ONE PART:

AND

_____, an adult, of Mumbai, Indian Inhabitant/s, presently residing at _____, Mumbai - _____, hereinafter referred to as “**the PURCHASER/S/ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART:**

(The Promoters and the Purchaser/s unless otherwise expressly described are for brevity's sake referred as “the **Parties**”)

WHEREAS-I:

- A. Vide an Indenture of Lease dated 10th September, 1969 executed by the Bombay Municipal Corporation being the Lessors as the Party of The First Part, Joseph S. Desouza being the then Municipal Commissioner for Greater Bombay as the Party of the Second Part, one Vadilal Nathubhai Shah as the Party of the Third Part, one Raghunath Sitaram Patankar as the Party of the Fourth Part and the said Raghunath Sitaram Patankar & one Vishwas Raghunath Patankar being the Lessees as the Party of the Fifth Part and registered at the office of the Sub-registrar of Assurances at Bombay in duplicate under Sr. Nos. 3757 of 1969, the Lessors granted to the Lessees a lease of the land more particularly described in

the Schedule written under the said Indenture of Lease being the same as the Schedule hereunder written, hereinafter referred to as “the Demised Land”, together with the building having ground plus three upper floors and a garage standing thereon for a period of 999 years commencing from 18th June, 1941 for the consideration, in the manner and on the terms and conditions recorded in the said Indenture of Lease;

- B. Vide a Declaration of Apartment dated 14th July, 1977 executed by the Lessees aforesaid and registered at the office of the Sub-registrar of Assurances at Bombay under Sr. No. 2245 of 1977, the aforesaid Lessees submitted the Demised Land and the building standing thereon, known as “Patankar Building” (hereinafter referred to as “the Patankar Building”) to the provisions of the Maharashtra Apartment Ownership Act, 1970 on the terms and conditions and in the manner recorded in the said Declaration of Apartment;
- C. By diverse duly registered Deeds of Apartment substantially similar in form and executed by the Lessees aforesaid in favour of the then tenants/occupiers of various tenements housed in the Patankar Building, the leasehold rights, title and interests in the respective tenement/apartment in the Patankar Building and the proportionate undivided leasehold rights, title, share and interests in the Demised Land as described in the respective Deeds of Apartment were granted, conveyed and assigned in favour of the then tenants/occupiers of the respective of the apartments thus housed in the Patankar Building, thereby granting all the leasehold rights, title, share and interests in the Demised Land and in the Patankar Building collectively to the then tenants/occupiers of all the Apartments comprised in the Patankar Building and thus, the then tenants/occupiers of each of the Apartments thus comprised in the Patankar Building became Lessee/s in respect of the respective Apartment;
- D. By diverse duly registered Development Agreements by the present day Owner/Occupants/Lessee’s as under:

Sr.No	Registration No	By	In favour of
DevelopmentAgmt Power of Attorney	BBE3/6827/2009 BBE3/6828/2009	Smt. Kamala Krishnan	Baysquare Constructions
DevelopmentAgmt Power of Attorney	BBE3/6825/2009 BBE3/6826/2009	Shri Kapil Jagdale & Ors	Baysquare Constructions
DevelopmentAgmt Power of Attorney	BBE1/4897/2009 BBE1/4898/2009	Shri N.S.Pawar	Baysquare Constructions

DevelopmentAgmt Power of Attorney	BBE1/4510/2009 BBE1/4511/2009	Shri A.S. Seshkumar	Baysquare Constructions
DevelopmentAgmt Power of Attorney	BBE1/4515/2009 BBE1/4516/2009	Smt. Chitra M Woolwara (Vardarajan)	Baysquare Constructions
DevelopmentAgmt Power of Attorney	BBE3/8737/2010 BBE3/8738/2010	Shri Navin K Mota & Ors	Baysquare Constructions
DevelopmentAgmt Power of Attorney	BBE1/4512/2009 BBE1/4513/2009	Shri Devidas D Shah (alias Khimani)	Baysquare Constructions

WHEREAS - II

E. **WHEREAS** for Plot No.285A bearing CS no.585A/6 i.e. said Property which is a piece of land including main building originally consisting of ground floor and two upper floors with a staircase room and storage tank at the third floor level with an out-building namely Garage of ground floor known as **“Parekh Building”** and i. An Indenture of Assignment dated 19th March, 1971 executed and and registered at the office of the Sub-registrar of Assurances at Bombay under Sr. No.779 of 1971 between Mr. Ramchandra Anant Patankar, Mrs. Malti Ramchandra Patankar and Mr. Ashok Ramchandra Patankar as the Assignors and Mr. Mahendra Kumar Shantilal Parekh, Mr. Ramesh Kumar Shantilal Parekh and Mr. Rajesh Kumar Shantilal Parekh as the Assignees, the said Assignors granted and assigned unto the said Assignees for ever all the rights, title and interests thus held by the said Assignors in the piece of land along with the building called as ‘Parekh Building’ and the garage standing thereon for the consideration, in the manner and on the terms and conditions recorded in the said Indenture of Assignment.

F. On 6-December-1980 Mr. Rajesh Kumar Shantilal Parekh a bachelor died intestate leaving behind Smt. Bhanumati Shantilal Parekh, as his only heir and legal representative as per the personal law by which the late Mr. Rajesh Kumar Shantilal Parekh was governed at the time of his demise and as such Smt. Bhanumati became full and absolute owner of 1/3rd undivided rights, title, share and interests in the said Property and the structure/s thus standing thereon;

Subsequently By a Deed of Assignment dated 7th July, 2006 registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-1/06741 of 2006 Smt. Bhanumati Shantilal Parekh sold, assigned, transferred and conveyed in favour of the **M/s Baysquare**

Constructions herein 1/3rd undivided rights, title, share and interests held by her in the said property and the structure/s standing thereon;

- G. By a Deed of Assignment dated 7th July, 2006 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-1/06743 of 2006, the aforesaid Ramesh Shantilal Parekh sold, assigned, transferred and conveyance in favour of **M/s Baysquare Constructions** herein 1/3rd undivided rights, title, share and interests held by him in the said Property and the structure/s standing thereon;
- H. By a Deed of Assignment dated 27/12/2015 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE 5/4861 dated 27/12/2015, the aforesaid Mahendra Kumar Shantilal Parekh sold, assigned, transferred and conveyance in favour of **M/s Baysquare Constructions** herein the balance 1/3rd undivided rights, title, share and interests held by him in the said Property and the structure/s standing thereon;
- I. Thus, M/s. Baysquare Constructions, Promoters herein are well entitled to carry out demolition of existing buildings, amalgamate the above described properties bearing CS No. 585/6 & 585A/6, submit proposal to MCGM/BMC for redevelopment of said properties vide DCPR 2034 Sec 33(7) and any other Section.
- J. **WHEREAS** the amalgamated land admeasuring 732.5 Sq.Mtrs or thereabouts more particularly described in the **First Schedule** is an immovable property being piece or parcel of Leasehold land bearing Plot No.285 bearing CS No.585/6 & Plot No.285A bearing CS no.585A/6 of Sion Matunga Estate(Division), situated on Road No.22 now known as Shanmukhananda Hall Road of Sion Matunga Division, Sion Matunga Scheme No.6, Sion (East), Mumbai 400 022, or thereabouts more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the Project Land**”) and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;
- K. **WHEREAS** Developer/Promoter Plans to construct new building under the provisions of D.C. Regulations 33(7) and any any other DCR regulation as may be available and applicable to the said Plot of land, the Developer/Promoter

have entered into Individual Separate Permanent Alternative Agreements, Consent Letters, Declarations, Affidavits and Undertakings, with each of the Occupants/Tenants, occupying an area on any portion of the said Property and have filed the same, with concerned Authorities. The Developer/Promoter so far has complied with, all Rules and Regulations, including terms and conditions put up by Authorities for Development of the said Property.

- L. **WHEREAS** scheme/ Proposal No._ CHE/CITY/4632/F/N/337/NEW was put by the Architect Shri Ameet G Pawar and the detailed report for various concessions was submitted to CH.Eng.(D.P.)/M.C. and the same was approved by Hon'ble M.C. dated 24.04.2019 with F.S.I. 3.00, in accordance with the Regn.33(7) & 33(12)(B) of DCPR 2034.
- M. WHEREAS MCGM issued the IOD No. CHE/CITY/4632/F/N/337/(NEW)/IOD/1/NEW on 28-08-2020, which was renewed vide CHE/CITY/4632/F/N/337/(NEW)/IOD/1/AMEND on 21-10-2021.
- N. **WHEREAS** the Promoters/Vendor has also obtained CC from MCGM which are as follows;
- i. Commencement Certificate has been issued on 02-11-2021, bearing No. CHE/CTY/4632/F/N/337(NEW)/CC/1/New.

O. WHEREAS -III:

- a. the Promoter/s has entered into a standard Agreement with Architect Ameet G. Pawar of M/s. Aakar Architects & Consultants, having Registration Number/ **Lic.No. CA/2002/34543**, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- b. the Promoter has appointed Shri Furkhan I Pettiwala, having registration/Lic no. STR:840005349 , as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- c. By their Certificate of Title/Report on Title dated 25-09-2022, Shri Mahendra C Jain, Advocate & Solicitor have reaffirmed / Certified the title of the said Project Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '____'.

- d. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure “_____”.
- e. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure “_____”,
- f. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure “_____”.
- g. The Promoter has got the part/full approvals from the concerned local authority(s) i.e. MCGM, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- h. while sanctioning the said plans concerned local/sanctioning authority MCGM has laid down certain terms, conditions, stipulations, compliances and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority i.e. MCGM.
- i. The Promoter has accordingly commenced construction of the said building/s in accordance with the said Approved plans.
- j. The Allottee has applied to the Promoter for allotment of an Apartment No..... onfloor in wing ____ situated in the building No. being constructed at the Project Land.
- k. The Purchaser has demanded from the Promoters and the Promoters have given to the Purchaser inspection of the documents relating to the right of the Promoters to carry out development and construction of the said building which includes the premises/flats agreed to be allotted to the Purchaser including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as City Survey documents

as are prescribed under the concerned/applicable Law including RERA/MahaRERA (hereinafter referred to as “the **said Act**”) and the Rules made there under;

1. The Purchaser hereby agrees to acquire and purchase from the Promoters and the Promoters hereby agree to sell/allot to the Purchaser, a premises/Flat No. _____ admeasuring ____sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act, 2016 read with Circular Notification, etc. issued from time to time by the Competent Authority appointed under the Act] which is inclusive of utility area of ____Sq. Ft on the ____ Floor in the building known as “**THE IVY**” (for brevity’s sake hereinafter referred to as “the **said Flat**”); at or for the lumpsum price of Rs._____-/- (Rupees_____Only), which is inclusive of the proportionate price of the common areas and facilities appurtenant thereof. The percentage of the undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the Flat agreed to be sold/allotted hereunder to the total area of the building. The nature, extent and description of the common areas and facilities.
- m. The Purchaser hereby agrees to acquire and the Promoters hereby agree to allot (from and out of the Promoters’ Premises) _____ No. of parking/s situated at Puzzle parking No._____(Stack No._____) being constructed on the said plot of Land for the consideration of Rs._____-/(Rupees_____only), hereinafter referred to as “the **said Car Parking**” (the said Flat and the car parking are collectively described in the Second Schedule hereunder written and unless otherwise expressly described are hereinafter collectively referred to as “the **premises**”),.
- n. The said consideration of Rs._____-/- (Rupees_____Only) in respect of Flat and Rs._____-/- (Rupees_____only) in respect of the said car parking space as above aggregating to Rs._____-/- (exclusive of payment of GST taxes, statutory, levies by whatever name called as also various amounts of deposits, charges, share money, entrance fee, advance towards maintenance

charges, property taxes, etc. as set out in clause ____ hereinafter) shall be paid by the Purchaser to the Promoters within time and in the manner as provided hereinafter. The aforesaid price or part thereof may, at the specific instruction of the Promoters in that regard, are to be paid by the Purchaser by way of Pay Order/Cheque/RTGS/NEFT drawn in favour of the Promoters. Time as to payment shall be of the essence and the Purchaser shall be liable to pay interest @ 15% p.a. on all delayed payments from the due date till the date of payment thereof subject to deduction of necessary TDS as per the provisions of Section 194 (I) (A) of the Income Tax Act (exclusive of payment of various other amounts towards deposits, charges, taxes, advance maintenance, development charges, infrastructure charges, GST, as applicable stamp duty and registration charges, etc.) and on the terms and conditions, as hereinafter appearing;

- o. The carpet area of the said Flat as mentioned above means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive dry area appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat as defined by the Competent Authority under the RERA/MahaRERA and the Purchaser herein hereby confirms the same;
- p. The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the **said Act**”) and the Rules framed thereunder with the Real Estate Regulatory Authority under Registration No._____ dated_____, copy of which is annexed hereto and marked as ANNEXURE “____”;
- q. Prior to execution of this Agreement the Purchaser have paid to the Promoters a sum of Rs._____/-(Rupees_____Only) after deducting statutory deduction (TDS) as per the provisions of Section 194 (I) (A) of the Income Tax Act being the earnest money/token/ part - payment of the consideration of the said premises, agreed to be sold and allotted, by the Promoters to the Purchaser (the payment and receipt whereof the Promoters hereby admit and acknowledge) and Purchaser has agreed to

pay to the Promoters the balance of the sale price in the manner, hereinafter appearing;

- r. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement;
- s. Under Section 13 of the said Act, the Promoters herein are required to execute a written Agreement for Sale of the said premises with the Purchaser, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908.
- t. The Parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing, as follows;

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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to the right, title and interest of the said property and development potential. The construction of Building known as **“THE IVY”** are the right of the Promoters for development thereof under the development scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities/MCGM shall be treated as declarations/representations on their part and shall form integral part of this Agreement.
2. The Promoters have commenced construction of the Building known as **“THE IVY”** and approved plans presently consist of Ground Plus ____ Upper Floors with provision of additional ____ upper floor/s as per the amended/modified sanctioned Plan so issued, granted/is being granted/modified/amended by the Concerned Authorities including MCGM on portion of the said entire property more particularly described in the **First Schedule** hereunder written and the Concerned Authority of MCGM has issued Commencement Certificate dated _____ being annexed as **ANNEXURE “__”** hereto which have been seen and approved by the Purchaser, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with the policy of the Development Authority and as the Promoters may consider necessary or as

may be required by the Concerned Local Authority including MCGM to be made in them or any of them.

PROVIDED THAT, if necessary under the provisions of the said Act, the Promoters shall obtain prior consent of the Purchaser in respect of such variations and modifications only if the same is adversely affecting the Purchaser as to the said premises agreed to be allotted, and not in any other case or otherwise whatsoever.

3. The Purchaser hereby agrees to acquire and purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser, on Ownership basis a Premises being Flat No.____ admeasuring _____sq.ft. [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016 and read with circulars clarifications issued thereunder] inclusive of utility area of ____ sq.ft. on the ____ Floor of the building known as “**THE IVY**” (for short “the **said Flat**”) and _____ No. of parking/s situated at Puzzle parking No.____ (Stack No.____) to be identified/earmarked by the Promoters at the time of handing over possession of the Flat (for short “the **Parking Space**”) and more particularly described in the **Second Schedule** hereunder written (**for brevity’s sake** the said Flat and the said Car Parking Space, unless otherwise expressly described, are hereinafter collectively referred to as “**the premises**”); at or for an aggregate consideration of Rs.____/- (Rupees_____Only) (consists of a sum of Rs.____/- (Rupees_____Only) for sale of the Flat and Rs.____/- for allotment of Parking Space as above as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said premises but exclusive of all Statutory Levies including of GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser shall pay the aforesaid consideration/price to the Promoters in the manner and as per the Schedule of payment given below;
- a. The Allottee has paid on or before execution of this agreement a sum of Rs_____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs

.....(Rupees.....)

in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the 2nd (second) slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 5th (fifth) slabs of the building or wing in which the said Apartment is located.
- v. Amount of Rs...../-(.....) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 8th (eighth) slabs of the building or wing in which the said Apartment is located.
- vi. Amount of Rs...../-(.....) (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 13th (thirteen) slabs of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the Terrace slabs(i.e. last slab) of the building or wing in which the said Apartment is located.
- viii. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- ix. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - x. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - xi. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - xii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
4. As informed to the Promoters since the Purchasers have agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant-in-Common.
- 1) Purchaser No.1 ____ %,
 - 2) Purchaser No.2 ____%
- In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.
5. The Promoters shall not be responsible for any tax penalty or interest demanded by the authority for delayed payment or non-payment of GST amount, provided if the Purchaser having timely paid such payment to the Promoters otherwise the Purchaser alone shall be liable or responsible for delay in payment and reimburse the same to the Promoters.

Notwithstanding anything contained herein above and/or termination of these presents, if at any time any Court or authority hold that GST is not applicable for any period then the Promoters shall claim refund of GST amount from the Government by submitting appropriate document and shall forthwith upon receipt of such refund of GST or any part thereof, repay to the Purchaser such amount so received.

6. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions including of Section 194 (I) (A) of the Income Tax Act and on such deduction the Purchaser shall issue necessary Certificate of Deduction to enable the Promoters to submit the same before the said Concerned Income Tax Authorities so as to get due adjustment thereof. In the event the Purchaser does not issue and submit such Certificate of Deduction, the Purchaser shall be bound and liable to pay to the Promoters such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.
7. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies /MCGM/Government (State or Central) from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed and/or to be imposed, levied and demanded by the Competent Authorities, etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
8. The Promoters may allow, in its sole discretion, a rebate for early payments payable by the Purchaser by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoters.
9. It is expressly agreed and understood that if the Promoters carry-out and complete the works of construction of brick/Siporex walls, flooring, etc. as contemplated at Items (I) to () set out in the Schedule of payment in respect of the said

Flat agreed to be sold/allotted to the Purchaser under these presents, while construction of other slabs and other work is being in process, the Purchaser immediately on requiring by the Promoters, shall pay the amount of installments under Items (I) to (____) or such of them as set out in Schedule of payment depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

10. The Parties hereto hereby agree that the final carpet area of the said Flat as has been allotted to the Purchaser shall be ascertained after the construction of Building is completed and the Occupancy Certificate on being granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent, and the Total price payable for the carpet area of the flat shall be recalculated. If there is any reduction in the carpet area of the Premises within the defined limit then Promoters shall refund the excess money paid by Purchaser within 45 (Forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Premises allotted to the Purchaser, the Promoters shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet/square meter as agreed under this Agreement.
11. The Purchaser, if residing outside India(i.e. NRI), shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for

any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

12. The Promoters accept no responsibility in this regard. The Purchaser shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoters immediately and comply with necessary formalities, if any, under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts only in favour of the Purchaser only.
13. The Purchaser authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust their payments in any manner.
14. In the event, the Purchaser being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises/Flat under these presents, the Purchaser shall be entitled to do so only after obtaining previous written consent from the Promoters and only after their having complied with, fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance or housing loan and the Purchaser shall apply for and obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.
15. It is further agreed and understood that in the event of the Purchaser having obtained sanction of housing finance, the Purchaser shall inform in writing to the Promoters of having their obtained sanction of such finance and confirm that the bankers/ financial institution shall disburse and pay the

housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT directly in the name of the Promoters and shall be informed to/handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Promoters as having received such housing finance on behalf of the Purchaser.

16. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer their right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmations, declarations or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the Development Agreement or any document to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether if not the Purchaser has obtained sanction of housing loan/finance from their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser to the Promoters under these presents, the Purchaser alone shall personally be liable and responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay amount so due and payable to the Promoters from his/her/their own source of income.
17. The transaction under these presents is for allotment of said Flat to the Purchaser in the said Building along with _____ Number of Parking Space in the building to be constructed by the Promoters on the Property. The consideration fixed under these presents is exclusive inter alia of payment of statutory charges or levies including GST as applicable/levy/search charge/duty, etc. by any authority or authorities of Government or Semi-Government. The Purchaser alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including, betterment/ development/infrastructure

charges, as may be payable, etc. as and if so levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same.

18. In the event of delay or default in payment of any one or more installments on being payable under these presents by the Purchaser and/or their Banker/Financial Institution, the Purchaser personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is expressly agreed and understood by the Purchaser that due to force majeure events as contemplated hereinafter, in the event, if the Promoters are unable to hand over possession of the premises within stipulated period, (which is being subject to force-majeure and subject to extension as its may be granted by the Concerned Competent Authority under the said Act.) the Purchaser shall not claim any interest or compensation on the ground that they being subjected to pay interest to their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.
19. The Purchaser hereby expressly declare and confirm that he/she has been disclosed by the Promoters various terms, conditions, stipulations, etc. under the said Development Agreement entered into with the Society in respect of construction of the building permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove. The Purchaser independently as also jointly with the Purchasers of other premises in the building, on taking possession of their respective Flat, shall comply with, fulfil, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Society and/or the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser shall specifically confirm.
 - a. That the building under reference is deficient in open space and MCGM will not be held liable for the same in future.
 - b. That they have no objection for the neighbourhood development with deficient open space in future.
 - c. That they shall not held liable MCGM for failure of mechanical Parking System/in the Parking Tower.

- d. That they shall not held liable MCGM for the proposed inadequate/substandard sizes of rooms in future.
 - e. That they shall not complaint to MCGM for inadequate manoeuvring space of car parkings in future.
 - f. That the relevant terms and conditions set out in the said I.O.D. and other permissions for which the Promoters have given/are required to give necessary Indemnity/Undertaking in favour of MCGM shall be binding upon the Purchaser after possession of the new premises is handed over.
 - g. The Promoters an entitled to get extension of period under the provisions of RERA/MahaRERA for completion of the Development and the Purchaser hereby gives their unconditional No Objection. The Purchaser shall not object, dispute or challenge to all such terms and conditions as aforesaid.
20. The Promoters hereby declare that the floor space index presently available for construction of Building on the portion of the entire property and as evident from the Final Revised I.O.A. dated _____ is _____sq.mtrs. which is presently EXCLUSIVE of TDR and also EXCLUSIVE of Fungible FSI/premium FSI which have been permitted, granted/allowed to be used by MCGM and are entitled to acquire such balance development potentiality/fungible FSI/compensatory area, etc. on being granted/issued/permitted and hereby reserve their right to consume and avail such benefit in future and as may be permissible and as may be granted to them.
21. The Promoters hereby represent and declare and the Purchaser hereby confirms subject to what is contemplated in the Development Agreement or any documents related to the said Project land, that:
- (i) WITHOUT ANY MODIFICATIONS OR CHANGES IN THE FLAT PLANS OR FLAT AREA OF THE PURCHASER / ALLOTTEE, If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Promoters subject to the terms under the Development Agreement, shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the property/amalgamated Plot BY CONSTRUCTING

ADDITIONAL floor/s in the said Building in terms of the said Development Agreement. IN THE INSTANT CASE, THE PURCHASER / ALLOTTEE IS AWARE THAT THE PROMOTERS HAVE NOT AVAILED THE fungible FSI, which they are entitled to and will be availing the same at a later stage by constructing additional floors we will take consent of the allottees as per the rules and regulations of MahaRera Act.

- (ii) The Purchaser hereby agrees and undertakes that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Promoters in respect of such additional F.S.I. and/or T.D.R., premium FSI benefit, fungible FSI if available/permitted to the Promoters as above in terms of the Development Agreement or any document related to Project Land and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc., if so required, by the Promoters.
- (iii) The Purchaser hereby agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters in respect of the such benefit of additional FSI including of Fungible FSI available to the Promoters to use, utilize, consume and exploit the same by constructing **ADDITIONAL** floors on the said building, Subject to such additional floors does not alter or modify the Flat plans or areas of the Purchased/Allotted Unit hereby.
- (iv) The Purchasers of flats premises, etc. from the Promoters in respect of the such additional floors which the Promoters are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the Society and such Purchaser shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser herein in as the case may be/amalgamated Plot of the said building and/or the said Property/Project Land.
- (v) Only In the event that any changes or modifications in plans of Purchased/Allotted/Sold Flat/s are unavoidable then in compliance of the provisions of

the said Act (RERA/MahaRERA) and the Rules framed thereunder if any, consent from the Purchaser/s herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building being required, the Purchaser, on being requested shall give their consent and extend necessary co-operation without claiming any monetary or other benefits.

22. PROVIDED THAT THERE IS NO MODIFICATIONS OR CHANGES IN THE FLAT PLANS OR FLAT AREA OF THE PURCHASER / ALLOTTEE, the Purchaser hereby confirms having granted his/her/their power and consent to the Promoters and agree:-

- (i) That the Promoters shall be entitled to exploit all FSI potential in respect of the said entire plot/property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MCGM from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever that under no circumstances the Purchasers will be entitled to any FSI in respect of the said property nor shall they have any right to consume the same in any manner whatsoever.
- (ii) That to execute, if any further or other writing, documents, consents, etc. as required by the Promoters for carrying out the terms hereof and intentions of the Parties hereto.
- (iii) That to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- (iv) That the aforesaid consent, authority and covenant shall remain valid, continuous, subsisting and in full force even after the possession of the said premises/Flat is handed over to the Purchaser.

23. The Purchaser hereby confirms that the consideration for allotment of the premises/Flat to the Purchaser is fixed on the express understanding that the Purchaser alone shall pay various amounts, deposits, taxes, Government GST as

applicable development and other charges, deposits, fees, various charges, etc. as mentioned under these presents and the Promoters shall be reimbursed of all such claims, demands, taxes etc. on being claimed/demanded.

24. The Promoters, hereby represent and warrant to the Purchaser as follows:-

- (i) The Promoters, by virtue of and under various documents including Development Agreement, etc. have absolute, clear and marketable title and right to carry out development by construction of Building at the property/Project land;
- (ii) The Promoters have lawful right and requisite approvals so far obtained from the Competent Authorities/MCGM to carry out development by construction of Building on the portion of the property/project land;
- (iii) There are no litigations pending before any Court of Law with respect to the development by construction of Building and the premises (Flat and Parking Space) agreed to be allotted by the Promoters to the Purchaser under these presents is free from all encumbrances;
- (iv) All approvals, licenses and permits issued by the Competent Authorities/MCGM with respect to development by construction of Building on the property/project land and the permissions so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to development by construction of Building;
- (v) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vi) The Promoters have so far not entered into any Agreement for Assignment of Development Agreement or any other Agreement/ arrangement with any person or party with respect to their right to carry out the development as envisaged in the said Development Agreement and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

- (vii) The Promoters confirm that they are so far not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- (viii) The Purchaser along with other Purchaser/s of Flats/Shops/Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
- (ix) The Promoter shall, within three months of obtaining the Full Occupation Certificate as aforesaid, cause to be transferred to the society or Limited Company, Conveyance, Assignment, all the right, title and the interest of the Vendor/ Lessor/ Original Owner/ Promoter and/or the owners in the said piece of land on which, the Building or wing in which the said Building is situated.
- (x) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all

the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

(xi) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

(xii) At the time of handing over the complete management and affairs of the Building, the Promoters shall

handover lawful, vacant, peaceful, physical possession of the common areas to the Society;

- (xiii) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to construction of Building to the Competent Authorities.
 - (xiv) So far no notice from the Government or any other local body, MCGM or authority or any legislative enactment, Government, ordinance, order, notification has been received by or served upon the Promoters in respect of development by construction of Building.
25. The Promoters shall take insurance of workers under Workmen Compensation Insurance Policy for construction of the Building. In the event, if the Promoters are required to take any Insurance under any statute, the Promoters will take such insurance of the said Building till completion of the construction and handing over the affairs their to the Society and shall transfer benefit of such insurance in favour of the Society of the remaining period of such insurance if any.
26. The Promoters hereby agree that they, before handing over possession of the said Premises to the Purchaser which will be handed over after the Promoters having offered make full and true disclosure of the nature of their title as to development as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whosoever in and over the said property and subject to the rights, entitlement and benefits of the Society and its members shall as far as practicable ensure that the said Building is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said premises/Flat.
27. After the Promoters hand over management of the said Building, the said Society shall preserve and maintain the various documents such as title document, copies of I.O.D., Commencement Certificate, subsequent amendments, Occupation Certificate, canvas mounted plans, soil investigation reports, RCC details and plans, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyor/Architect, CFO, etc. The Society and the Purchaser/s shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM and

shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of the said building and shall comply with fulfil and abide by the terms of all the permissions/sanctions certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

28. Time is essence for the Promoters as well as the Purchaser. The Promoters subject to the events of force majeure shall abide by the time schedule for completing the development by construction of the said Building and handing over the premises/Flat to the Purchaser and the common areas to the Society after receiving Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Promoters carrying out the construction work as contemplated and as provided in clause (____) hereinabove (i.e. Payment Plan linked with completion of the concerned work).
29. Without prejudice to the right of the Promoters to charge interest as contemplated under these presents, on the Purchaser committing default in payment on due date of any amount due and payable by them to the Promoters under this Agreement (including his/her proportionate share of taxes levied by Concerned Local Authority and other outgoings) and on the Purchaser committing any three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement

PROVIDED THAT, Promoters shall give notice of fifteen days in writing to the Purchaser, by Registered Post A/D at the address provided by the Purchaser and mail at e-mail address, if so provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or remedy the default mentioned by the Promoters within the period of notice then at the end of such notice period, this Agreement shall stand terminated/cancelled without any further communication to the Purchaser.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchasers their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Promoters) within a period of 30 (Thirty) days of the

termination, the instalments of sale consideration of the premises which may till then have been paid by the Purchaser to the Promoters. However, such amount shall be refunded only against the Purchaser having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser shall not be entitled to claim refund/return of any of the statutory levies such as Registration charges, Stamp duty, GST, etc. In the event the Purchaser has taken housing finance/loan from their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document. On termination, the Promoters are free to deal with the premises/Flat as they deem fit even without executing necessary deed of cancellation. The Purchaser confirms the same and shall not dispute the same or create any false case/claims on the Promoters or the premises/Flat.

30. The fixtures, fittings and amenities to be provided by the Promoters in the said building in which the Flat is located and the Flat are those that are set out in **ANNEXURE “ ”** hereto.
31. Subject to the events of force majeure the Promoters shall offer possession of the said premises/Flat to the Purchaser on or before **30-11-2025** provided the Occupation Certificate is being issued by MCGM in respect of the floor on which the said Flat situated. If the Promoters cause any delay or avoid to offer possession of the said premises/Flat to the Purchaser on account of any reason beyond their control and of their agents as per the provisions of the said Act and the Rules framed thereunder, on being made applicable and effective, by the aforesaid time then the Promoters shall be liable on demand to return to the Purchaser the amount already received by them with interest as contemplated under the said Act and the Rules framed thereunder from the date the Promoters received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified under the provisions of the said Statute as applicable have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser, there shall, subject to prior encumbrances if any, be a charge on the said

premises/Flat. Such amounts shall be refunded only against execution and registration of necessary documents confirming cancellation of the Agreement. In the event the Purchaser has taken housing loan, the aforesaid amount shall be refunded to the bankers of the Purchaser against release of their security of this Agreement and confirmation of cancellation and handing over original of these presents to the Promoters.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of said premises/Flat on the aforesaid date if the completion of the building is delayed on account of force-majeure events including: -

- i) war, civil commotion or act of God ;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 32. The Promoters, upon payment of the balance consideration and other amounts towards various charges, deposits, taxes advances, etc. within the time as contemplated above, shall offer the possession of the premises/Flat to the Purchaser in terms of this Agreement and as required by Promoters to be taken within 7 (seven) days from the date of issue of such notice and the Promoters shall give possession of the premises/Flat to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoters/Society, as the case may be.
- 33. Upon receiving a written intimation from the Promoters as per preceding clause, the Purchaser shall take possession of the premises/Flat from the Promoters by executing necessary indemnity, undertaking and such other documentation as prescribed in this Agreement and/or as required by Promoters, and the Promoters shall give possession of the Flat/Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in preceding clause, such Purchaser shall continue to be liable to pay maintenance and other charges, taxes etc. as applicable.
- 34.
- 35. If within a period of 5 (five) years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects,

then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

36. The Purchaser shall check-up the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser shall have no claim against the Promoters in respect of any item or work in the said flat or in the said building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

PROVIDED THAT within the statutory period if the Purchaser bring to the notice of the Promoters any structural material defect in the said premises/Flat or the building in which the said premises/Flat is situated or the material used therein then, whenever possible such defects shall be rectified by the Promoters at their own cost with best possible material, subject however that the Purchaser herein and Occupiers/Purchasers of other premises in the building is/are not guilty of any act of omission or commission and have fully performed and complied with their part of the obligations and covenants contained under these presents in respect of the Flat and the concerned wing.

37. The Purchaser shall use the said premises/Flat and every part thereof or permit the same to be used only for the purposes as may be permissible. The said Flat agreed to be allotted under these presents as also other premises/Flat in the building as may be allotted by the Promoters to their prospective Purchasers shall not be used for user not permitted by MCGM and a separate undertaking in writing shall be given by the Purchaser herein as also the Purchasers of other premises/flat in the said building before taking possession of the premises/Flat allotted under these presents. The Purchaser shall use the car parking space, if so allotted, and/or permitted to use in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Promoters shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters as the Promoters may deem fit and the Purchaser herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser has acquired and purchased car parking space along with the Flat under these presents from the Promoters,

the Purchaser shall not be entitled to deal with dispose-off car parking space so allotted under these presents separately and/or independently in favour of any outsider who has/have not acquired any Flats in the said Building and shall also abide by fulfill and comply with the bye-laws directions, etc. of the Society after the Promoters hand over the management and affairs of the building to the Society.

38. Upon the Promoters handing over possession of the said Flat and the car parking space and submit necessary and requisite forms to the Society, the Purchaser shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the Society and shall abide by, comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the Society.
39. The said Building to be constructed as aforesaid shall, always be known as **“THE IVY”** or by such other name as may be desired by the Promoters. This covenant shall at all times be binding upon the successors in title of the Purchaser.
40. After having expired period of notice in writing on being given by the Promoters to the Purchaser that the said premises/Flat is ready for use and occupation, the Purchaser on being required and called upon by the Promoters shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat/premises) of outgoings in respect of the said property and the said Building namely local taxes, betterment charges or such other levies by the Concerned Local Authority MCGM and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management of the said building to the Promoters and/or the Society as the case may be. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters. The Purchaser shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Promoters.
41. It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold premises/flats/car parking, etc. The Purchaser herein

shall not, either individually or with other Purchasers, claim for or demand any such amounts from Promoters. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other Purchasers from the Promoters shall exclusively belong to the Promoters alone.

42. In respect of the unsold flats and Car parking's, if any, after the Promoters obtained Occupation Certificate/ Part-Occupation Certificate from the Municipal Corporation of Greater Mumbai, the Promoters while reserving right to use, occupy, possess or enjoy by themselves/their Partners or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM including Assessment and Collection Department in respect of the unsold flats/car parking space and that the Promoters shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat /car parking space Purchaser occupying their respective Flats, under its Bye-Laws or Rules and Regulations. The Promoters shall also be entitled to offer the unsold Flats/ car Parking Spaces as security for any loan/finance either availed/ to be availed.
43. In the event the Promoters decide to provide gym/ extra facility for physical fitness/entertainment on such other place as may be permissible/to be approved by the Concerned Authorities, the Purchaser herein and all other Purchasers of flat/premises in the said building shall be liable to pay to the Promoters such amount of amounts as may be fixed by the Promoters towards providing such facility. The amounts so paid shall not be refundable nor the Promoters shall be required to render any accounts in respect thereof. On handing over the management and affairs of such extra facility, the Society shall undertake management of such facility and be further entitled to claim, recover, demand and receive such amount or amounts towards maintenance, repairs, replacement, etc. of such facilities. The Purchaser shall not be entitled to refuse to pay such amount irrespective of fact whether they agreed to avail such benefit or not.
44. The Purchaser, on or before taking possession of the said premises/flats, shall pay the Promoters the following amounts.

- i) Rs._____/ - for legal charges
- ii) Rs._____/ - towards electric and water meter deposit and charges.
- iii) Rs._____/ - Development charges and infrastructure charges
- iv) Rs._____/ - Expenses towards providing fitness centre/ Gym (if so provided)
- v) Rs. ____/ - towards Mahanagar Gas Connection charges.

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Rs. _____/- Total

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The amount paid or becoming payable to the Promoters by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society at any time.

45. The Purchaser shall also on or before taking possession of the said flat/premises keep deposited with the Promoters the following amounts;

- i) Rs._____/ - for share money, membership application, entrance fee of the Society.
- ii) Rs. ____/-. per sq.ft for proportionate share of taxes and other charges as applicable to Flat/premises for a period of __months
- iii) Rs. ____/ - towards deposit payable to the Society.

=====

Rs. _____/- **Total**

=====

- 46. The Promoters shall utilize the amounts paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters in connection with admission as Member of the said Society and the cost of preparing and engrossing this Agreement and other consequential, incidental and other documents etc.
- 47. The Promoters shall maintain a separate account/record in the books in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share money for admitting the Purchaser as

Member of the said Society on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

48. The Purchaser shall pay to the Promoters/Society the requisite amount of entrance fees and 12 months maintenance in advance as may be claimed and demanded by the Promoters/Society as the case may be also a sum of Rs._____/ - towards membership fees and Rs._____/ - being cost of ___ shares of Rs.50/- each and Rs._____/ - towards deposit. Such amount shall be paid directly in the name of Society before taking possession of the premises/flats.
49. Once the management and affairs of the said Building are handed over to Society after all / nearly all the flats/car parking spaces are disposed of and the consideration and other amounts being fully recovered, the Society being the Owner shall raise bills periodically on the Purchaser in respect of his/her/their proportionate share of payment of outgoing towards maintenance charges, taxes etc., for the said flat/car parking space in advance for each month from the date of Occupation Certificate and the Purchaser shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bills and Purchaser shall not withhold the same for whatsoever reason.
50. The Promoters shall be entitled to enter into Agreements with other Purchasers in respect of the other flats/car parking space available to them on such terms and conditions as the Promoters may deem fit or alter the terms and conditions of the Agreement already entered into by the Promoters with the other Purchasers, if any, without effectively prejudicing the rights of the Purchaser in the Flat/Car parking Space under this Agreement.
51. The Promoters shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flats /car parking space or otherwise. If the Promoters deal with or transfer, assign and dispose of such flats/car parking space or rights, at anytime to anybody, and realized/ recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Promoters, then, the respective assignee/s, transferee/s and/or the Purchaser/s thereof shall become member/s of the Society in respect of the said rights and benefits. The Purchaser herein will not have any objection to admit such assignee, transferee

and/or Purchaser as the Member of the Society without any charges whatsoever.

52. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
53. The Purchaser for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises/flats/ car parking space may come) doth hereby covenants with the Promoters as follows:-
- a. To maintain the said Flat/car parking space agreed to be sold/allotted under this Agreement at his/her their own cost in good tenantable repair and condition from the date the possession of the said Flat/ car parking space is taken and shall not do or suffered to be done anything in or to the said Building in which the said premises/flat is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of concerned local or any other authority and/or the Bye-Laws of the Society or change alter or make addition in or to the said Building and the said flat itself or any part thereof.
 - b. Not to store in the said flat/ car parking space any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the said building in which the flat is situated, including entrances of the Building and in case any damage is caused to the building on account of negligence or default of the Purchaser, in this

behalf, the Purchaser shall be liable for the consequence of the breach.

- c. To carry at his/her/their own cost all internal repairs to the said flat and maintain the said Flat/ car parking space in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or cause to be done anything in or to the Wing in which the said flat is situate or the flat/premises which may violate the Rules and Regulations and Bye-Laws of the Concerned Local Authority including MCGM or other public authority and/or the Society. In the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority.
- d. Not to demolish or cause to be demolished the said Flat agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the Flat is located and shall keep the portion, sewers, drains pipes of the Building/flat and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or Core Cutting or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the said flat without the prior written permission of the Promoters and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance, if so taken.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the property/plot and the Building.
- g. Pay to the Promoters/Society within 7 (Seven) days of demand their share of security deposit demanded by Concerned Local Authority, MCGM or Government for giving water, electricity or any other services or connections to the said Building.
- h. To bear and pay in proportion increase in local taxes, water charges outgoings, lease rent and such other levies if any,

which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said flat by the Purchaser viz from residential purpose to commercial and/or vice-versa or user for any purposes other than for residential purpose for which the Flat is allotted under these presents.

- i. The Purchasers shall not let, sub-let, transfer, assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Promoters and the Society under this Agreement are fully paid and only if the Purchaser had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtain prior consent in writing from the Promoters till the affairs and management of the said Wing are taken over by the Society.
- j. The Purchasers shall observe and perform all the Rules and Regulations which the Society has and the amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises/flat therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MCGM and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupation and use of the premises in the Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k. Not to use any parking space i.e. mechanical slot/parking tower, if so permitted, to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever; In the event the Promoters and/or the Society require the Purchaser to temporary vacate the stilt parking space so as to enable other Purchasers of flats/premises in the said Building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers of the said Building;
- l. Till the Promoters have used/utilized and consumed all the FSI available presently or in future as also of TDR

benefits/Additional Buildable Area the Purchaser shall permit the Promoters and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said plot and/or of the said Building or any part thereof as also of the said flat/premises agreed to be allotted under these presents to view and examine the state and condition thereof;

- m. To permit the Promoters and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said property and/or of the Building or any part thereof as also of the said flat agreed to be allotted under these presents to view and examine the state and condition thereof.
- n. Not to use any open space either in front or rear side of the flat/ parking space any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.
- o. Not to dry the clothes or hang any clothes on any of the windows of the said flat, but shall use the dry balcony and space for that purpose.
- p. Not to do or suffered to be done anything to the Wing, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.
- q. Not to encroach upon external and/or internal ducts, voids areas attached to the flat/premises/units by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.
- r. Not to affix or put any dish antenna, A.C. Condenser units outside the flat, due to which likely possibility to spoil the exterior elevation of the building. However, common dish antenna can be installed on the terrace of the Wing.
- s. To keep and affix outdoor A/c units only in the location/ space specified by the Promoters to the flat.
- t. That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers

- instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future.
- u. Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the flat/premises and of the Building.
 - v. Not to put or keep plant pots, signboards and/or any object outside the windows.
54. In addition to payment of GST, so payable development charges etc., as contemplated hereinabove, if by reason, of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser along with other Purchasers on demand at any time and the Promoters shall not be held liable or responsible.
55. All the deposits payable to the MCGM, Electricity Board, Reliance Energy, Adani Energy, Mahanagar Gas Nigam for water connection and electricity charges, drainage, Gas connection or of permanent deposits or any charges to any Concerned Authority, in respect of the said Building which become payable shall be paid or reimbursed to the Promoters by the Purchaser.
56. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/premises/ car parking space or portion of the said property/Project land and of the wing or any part thereof which shall belong to the Society. The Purchaser subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim, save and except in respect of the said flat and/or car parking space hereby agreed to be allotted and sold to them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Promoters until the affairs of the building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed.

57. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser or shall the same in any manner prejudice the rights of the Promoters.
58. The Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise finance for development by construction of the said Building or otherwise and to keep their right of Development under any circumstances and the premises, etc. available to them of free sale as security for repayment thereof and the Purchaser hereby confirms the same.
59. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first and express lien and charge on the said Flat /car parking space agreed to be purchased/acquired by the Purchaser.
60. It is expressly and specifically agreed understood and confirmed by the Purchaser that the Promoters shall have full right, power and absolute authority to deal with or dispose of the unsold Flats/car parking space available to them for sale and allot/grant/permit to use car parking spaces, etc. which are in the name of the Promoters or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser herein and other Purchasers shall have no right or authority to object or challenge the same. The Promoters shall hold such unsold Flats/car parking space in their name and not as Member/s of the said Society but as absolute Promoters thereof and it shall not be subject to or governed by the Bye-Laws, Rules and Regulations of the Society. The Promoters shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold premises/flats/car parking space, to the Society. The Promoters shall have the unqualified and unrestricted right and authority to sell, allot and dispose of such unsold flat, car parking, etc. to any person of the Promoters choice.
61. It is expressly agreed and confirmed by the Purchaser that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties and outgoings payable in respect of the said flat agreed to be purchased by the Purchaser under

this Agreement, after expiry of 7 (Seven) days from the date of Promoters intimates to the Purchaser to take possession of the said premises agreed to be purchased by the Purchaser. Such date of handing over the possession of the said premises will be intimated by the Promoters/Society to the Purchaser at his/her/their address given hereafter by Post Under Certificate of posting/Email-ID, if so provided. The intention of the parties hereto being clear that irrespective of the fact whether the Purchasers takes possession of the said Flat/Premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters/Society as aforesaid or not, or whether the Promoters/Society demand for the same or not, the Purchaser shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said flat/premises/units and of the said building. The decision of the Promoters/and the said Society as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser.

62. The Purchaser individually as well as jointly with Purchasers of other premises in the said building shall observe, perform and abide by all the conditions and stipulations contained in the permissions, sanctions and approvals given/granted by the MCGM/COMPETENT AUTHORITIES and other Authorities including of Municipal Corporation of Greater Mumbai.

63. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser until, firstly, the Purchaser sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan along with the amount of statutory levies including GST within 7(Seven) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 7 (Seven)

days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

64. ENTIRE AGREEMENT

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

65. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the development including construction of the said Building and Puzzle parking tower shall equally be applicable to and enforceable against any subsequent Purchaser/Nominee/Assignee of the premises/Flats, in case of a transfer, as the said obligations go along with the premises for all intents and purposes.

66. SEVERABILITY:

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

67. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser in the project, the same shall be the proportion which the carpet area of the flat/premises bears to the total carpet area of all the Flat/premises in the said Building.

68. Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other

actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

69. PLACE OF EXECUTION:

The execution of this Agreement on being stamped under the provisions of Bombay /Maharashtra Stamp Act shall be complete only upon its execution by the Promoters through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser and only after the Agreement is duly executed by the Purchaser. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.

70. JOINT ALLOTTEES

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

71. Dispute Resolution :

Any dispute between the Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

72. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.

73. The Promoters are entitled and have every right to display/fix their brand name and logo on any part of the Said Building including on terrace/entrance as they may decide and shall pay outgoings and other charges in respect thereof.

74. The Purchaser hereby nominate Mr. /Mrs. _____ being one of his/her heirs to avail the benefit of these presents and tender compliances of the terms hereof in the event of death/insolvency or incapacity to contract on the part of the Purchaser.

75. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser as contemplated by this Agreement shall be deemed to have been duly served by Post Under Certificate of Posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) their address as specified below.

Address: 1. _____
2. _____

Mumbai – _____,
Mobile No. : _____ and

Email ID. _____ and

76. This Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act 2016 as applicable and the Rules Framed thereunder. All consents given by me herein shall continue even if Acts may provide otherwise.

77. The Permanent Account Number and Email I.D. of the parties hereto are as follows:-

<u>Promoters</u>	<u>PAN NO.</u>	<u>EMAIL.ID</u>
M/s Baysquare Constructions		

Purchaser/s

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

First Schedule above Referred to Description of the freehold land and all other details Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of the Plot)

All those pieces and parcels of land or ground situate, lying and being at Plot No.285 bearing CS No.585/6 & Plot No.285A bearing CS no.585A/6 of Sion Matunga Estate(Division), situated on Road No.22 now known as Shanmukhananda Hall Road of Sion Matunga Division, Sion Matunga Scheme No.6, Sion (East), Mumbai 400 022

in the Registration District of Mumbai Suburban District
admeasuring 876 Sq.Yards i.e. 732.50 sq.Mtrs. being the subject
matter of Road.

On the North-East : By Road No.22;
On the South-East : By Road No.284;
On the South West : Partly by Plot No.289 and partly by
Plot No.288 and,
On the North-West : By Plot No.285

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the premises)

Premises being Flat/Unit No.____ admeasuring _____sq.ft. [as
defined under Section 2(k) of the Real Estate (Regulation and
Development) Act 2016 and read with circulars clarifications issued
thereunder] and inclusive of utility area of _____sq.ft. on the ____
Floor, of the building known as “**THE IVY**” and _____ No. of Car
parking space i.e. Puzzle Parking Tower situated (Stack No._____) or to be identified/earmarked on completion of construction on the
property described in the first schedule herein above referred.

SIGNED, SEALED AND DELIVERED)
by the withinnamed)
"the PROMOTERS/VENDORS")
M/s BAYSQUARE CONSTRUCTIONS,)
through its authorized Partner)
Shri. Mohammed Hanif Ismail Momin)
in the presence of)

SIGNED, SEALED AND DELIVERED)
by the withinnamed “PURCHASER/S”)
_____)
in the presence of)

RECEIVED from the withinnamed)
Purchaser/s a sum of Rs._____/-) (Rupees _____)
_____)
Only) by cheque drawn on _____) _____ Bank, _____)
Branch bearing No. _____dt. _____) being the earnest/part- consideration payable)
by him/her/them to us.) Rs._____/-

We say Received

PROMOTERS/VENDORS

WITNESS:

DATED THIS ____ DAY OF _____, 2022.

M/s BAYSQUARE CONSTRUCTIONS
... PROMOTERS/VENDORS
AND

SHRI./SMT. _____

...PURCHASER/S.

AGREEMENT FOR SALE
