

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("this Agreement") is made at Mumbai on this ____ day of _____, 2025;

BETWEEN

M/S. BHAKTI HOMES a Partnership firm registered under the provision of Indian Partnership Act, 1932 and having its registered office at 1301, Tower 3 B, Vikas Paradise, Bhakti Marg, Mulund West, Mumbai-400 080, through its Partners **SHRI NAVIN RAMJI KOTHARI, Age about years, having PAN _____ AND SHRI JATIN NAVIN KOTHARI, Age about years, having PAN _____** both residing at _____ Hereinafter referred to as "THE PROMOTER" which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm their respective heirs, executors, administrators and assigns, OF THE FIRST PART.

AND

_____ (**PAN: _____**) (**AADHAR NO. _____**), having address at _____, hereinafter referred to as the "**PURCHASER/S or ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and permitted assigns) of the **SECOND PART**:

(The Promoter and the Purchaser/s are, wherever the context so requires, hereinafter individually referred to as "Party" and collectively as the "Parties").

WHEREAS:

- A. Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (MAHXXVIII of 1977) having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Bombay 400 051, (hereinafter for brevity's sake referred to as MHADA) was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with the building standing thereon admeasuring about 685 sq. mtrs as per "Deed of Sale" and Indenture of Lease both dated 20.06.2022 executed with MHADA, plus Tit Bit Area of 266.96 sq. mtrs aggregating to 951.96 mtrs as per layout and total plot area admeasuring about 1019.83 sq. mtrs as per physical measurement as per MHADA letter under Ref. No. EE/DE-II/KD/MB/72/2021 dated 24.12.2021 of the Executive Engineer, Kurla Division, Mumbai Board, bearing Sr. No. 14, C.T.S. No.36 (pt), of Chembur Village, Taluka Kurla in registration district and Sub District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban, (hereinafter referred to as the "said land")
- B. The "said land" with the Building No.114 standing thereon admeasuring about 685 sq. mtrs as per "Deed of Sale" and Indenture of Lease both dated 20.06.2022 executed with MHADA, plus Tit Bit Area of 266.96 sq. mtrs aggregating to 951.96 mtrs as per layout and total plot area admeasuring about 1019.83 sq. mtrs as per physical measurement as per MHADA letter under Ref. No. EE/DE-II/KD/MB/72/2021 dated 24.12.2021 of the Executive Engineer, Kurla Division, Mumbai Board, bearing Sr. No. 14, C.T.S. No.36 (pt), of Chembur Village, Taluka Kurla in registration district and Sub District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban referred hereinabove are hereinafter collectively referred to as the "said property" and more particularly described in the Schedule I hereunder written.
- C. By and under a Lease Deed dated 20.06.2022 and Sale Deed dated 20.06.2022 entered into made and entered between Maharashtra Housing and Area Development Authority (MHADA), a Corporation

constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977) having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai-400 051, therein referred to as “the Lessor / Transferor” of the One part, and the Society TILAK NAGAR DHARTI CO-OPERATIVE HOUSING SOCIETY LTD (therein referred to as the “Lessee/Purchasers”) of the Other Part hereinafter referred to as “the said Society”, and duly registered on 28.06.2022 with the Sub-Registrar of Assurances under Serial No. KRL-2/11972/2022 and under Serial No: KRL-2/11973/2022 respectively, the Vendors therein sold, conveyed, transferred and assigned the reversionary right, title and interest in respect of the Property to and in favour of the said Society, at and for the consideration and the terms and conditions recorded therein.

- D. “The said society” herein is thus fully and absolutely entitled to “the said land” along with “said building” as the Owners of the “said property”.
- E. By and under the Development Agreement dated 6th December 2022, registered in the Sub-Registrar of Assurances at Kurla 2 under Serial No.KRL2- 21930/2022 on 6th December 2022, the said Society herein, being Party of the First Part therein, with consent and confirmation of the Existing Members of the said Society including the Member/Allottee herein, being the Party of the Second Part therein and the Promoter herein, being the Party of the Third Part therein, the society and its members and Promoter, had agreed to enter into the said Development agreement, wherein the society granted the development rights of the said Property to the developer therein i.e the Promoter herein for redevelopment of the said property.
- F. Pursuant to the said Development Agreement dated 6th December 2022, registered in the Sub-Registrar of Assurances at Kurla 2 under Serial No.KRL2- 21930/2022 on 6th December 2022, the “said society” granted a Power of Attorney dated 14th December 2022 duly registered with the office of sub registrar at serial No: KRL 2/22499/2022 on 14th December 2022, in favour of the Partners of the Promoters (hereinafter referred to

as 'POA') inter alia authorizing and permitting them to do all and/or the various acts, deeds, matters and things as provided there under in respect of the said Property

- G. By and under an Supplementary Development Agreement dated 12th April 2024 duly registered with the office of sub registrar bearing No: KRL-3/8341/2024 on 12th April 2024, the Society herein, being Party of the First Part therein, with consent and confirmation of the Existing Members of the Society including the Member/Allottee herein, being the Party of the Second Part therein and the Promoter herein, being the Party of the Third Part therein, the society and its members and Promoter, had agreed to enter into the Supplementary Development Agreement, for recording the modifications/ alterations more particularly described in the said "Supplementary Development Agreement".
- H. By virtue of the aforesaid Development Agreement and Supplementary Development Agreement, the PROMOTER alone has the sole and exclusive right to construct and allot/sell Flat s, parking, etc. in the proposed building to be constructed or being constructed on the said Land and to enter into Agreement(s) with the Proposed Purchaser(s) of the Flat s, parking and to receive the sale price thereof. The PROMOTER is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove. The Promoter is in possession of the Project Land o develop the same
- I. Based on the aforesaid, the Promoters alone are having the sole and exclusive rights to develop the Property i.e and to sell Flat s in the proposed new building being constructed on the said Property by the Promoters and to enter into agreement/s with the purchaser/s of the Flars and to receive the sale Consideration in respect thereof and utilize entire FSI available under the DCPR 2034 in respect of the said Property.
- J. The Promoter has appointed the Architect for preparing the plans of the New Buildings(hereinafter referred to as the "**Architect**") and has also appointed the structural engineer for preparing designs, drawings and

specifications for the construction of the New Building (hereinafter referred to as the “**Structural Engineer**”);

K. As per regulation _____, Maharashtra Housing and Area Development Authority (MHADA) Authority has issued Intimation of Approval, bearing Reference No. MH/EE/(B.P)/GM/MHADA-25/1525/2024 Dated- 29th February 2024 (“**IOA**”) and thereafter also issued Commencement Certificate dated _____ bearing Reference _____ No.

_____ (“**CC**”) granting permission to the Promoter for construction of the building as per the approved plan on the said Property subject to the terms and conditions set out therein. Copies of the **IOA** and **CC** are annexed herewith as **Annexure “A”** and **Annexure “B”** respectively.

L. The _____. have issued an Opinion on Title dated _____ opined that title of the said Promoter to redevelop the said Property is clear, marketable and free from encumbrances, which is annexed hereto and marked as **Annexure: “C”**.

M. Subject to sanction and approvals from the concerned authorities, the Promoter is proposing to construct new building with _____ wings on the said Property, proposed to be known as “_____” (hereinafter referred to as “**the New Building**”) of the _____ Society comprising of _____ Basements for Parking + Ground floor + 15 upper habitable floors and Terrace Floor in the New Buildings, in accordance with the plans, specifications and designs approved by planning authorities from time to time. The location of the New Building on the said Property is demarcated in red colour on the **Plan** annexed hereto and marked as **Annexure: “D”**.

N. The Promoter has registered the project for construction of the New Building on the said Property with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the **RERA Registration Certificate** bearing **No.** _____ dated _____ for the New Building Project and a copy thereof is annexed hereto and marked as **Annexure: “E”**.

O. Prior to execution of this Agreement, the Purchaser(s) has/have demanded inspection from the Promoter and the Promoter has given free, full and complete inspection to the Purchaser(s) of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Architects, Structural Consultants, the Opinion on Title from Advocates, Revenue Records, sanctioned plans and proposed plans and/ or all other documents with regard to the said Property and New Building, as specified under RERA, including the rules and regulations made thereunder or under any other applicable law.

P. The Purchaser(s) being desirous of acquiring a Flat in the New Building, has/have applied to the Promoter to allot Flat No. _____ on the _____ floor in the said New Building admeasuring _____ sq.ft. Carpet area as per RERA (hereinafter referred to as the “**Shop/Office**”). In addition, thereto the Purchaser/s shall be entitled to enjoy on an exclusive basis _____ sq.ft. of appurtenant/utility area (which is attached to the Flat and accessible only from the Shop/Office) and approved in the said presently approved plans. (hereinafter referred to as “**the said Appurtenant Area**”) and shown hatched with red colour in the floor plan annexed and marked **Annexure “F”** hereto. It is clarified that the carpet area as defined hereinabove is computed in accordance with the

provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns of the Shop/Office) and are more particularly described in Part A of Third Schedule hereunder written. As an amenity provided along with the said Premises, Promoter has allotted along with the said unit, _____ parking in _____ Form i.e. _____ bearing No(s) _____ admeasuring ____ Length x ____ Breadth x ____ vertical clearance height car parking space(s) at _____ level (ground /basement) on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves. OR Allotment of Open Parking: Further I/We, have the pleasure to inform you that you have been allotted an open car parking bearing number _____ having _____ft length x _____breadth without consideration" (hereinafter referred to as the said "**Car Parking Space**") and shown hatched with red colour in the floor plan annexed and marked **Annexure "G"** hereto. The said Car Parking/s is/are provided as an amenity without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said new society and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the Promoter and/or the said new society. Further, the Purchaser/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter. The said Shop/office, the Appurtenant Area and the said Car Parking Space are hereinafter collectively referred to as the said "Premises" The Promoter hereby agrees to sell to the Purchaser(s) the said Premises at or for the Total Consideration and subject to the terms and conditions more particularly described in **Part B of Third Schedule**.

Q. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in **Part B** of Third Schedule as

Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The said amount includes Earnest Money Deposit (hereinafter referred to as “**EMD**”) as mentioned in Part B of **Third Schedule**. The EMD will be forfeited in case of cancellation of the said Premises by the Purchaser(s)/ termination of this Agreement for non-compliance by the Purchaser(s). The Purchaser(s) has/have agreed to pay to the Promoter the Total Consideration of the said Premises in the manner mentioned in **Part B of Third Schedule**.

- R. The Purchaser(s), after being fully satisfied about the facts stated hereinbefore and the right, title and authority of the Promoter to the said Property and right develop the said Property and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Purchaser(s) on the terms and conditions hereinafter set out.
- S. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents. The Promoter shall lodge this Agreement for registration before the concerned Sub-Registrar and upon intimation from the Promoter, the Purchaser(s) shall attend the office of Sub-registrar and admit execution thereof so as to get the same registered under the provisions of Indian Registration Act, 1908.

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

- 1) The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement as if the same were

incorporated herein verbatim and to be interpreted and construed and read accordingly.

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

3) PROMOTER'S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY THE PURCHASER(S):

- a) The Purchaser(s) hereby declares and confirms that he/she/they is aware that the Promoter is redeveloping the said Property by having full right and power to develop the said Property.
- b) The Promoter proposes to construct the said New Building to be known as "_____ " comprising of _____ - Basements for Parking + Ground floors + 14 upper habitable floors and Terrace Floors in accordance with the plans, specifications and designs approved by the planning authority MHADA which have been seen and verified by the Purchaser(s), with such variations and modifications as may be required to be made by the concerned authorities or government from time to time.

4) ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:

- a) The Promoter hereby agrees to sell to the Purchaser(s) and the Purchaser(s) hereby agree/s to purchase from the Promoter the said Premises in the said New Buildings being constructed by the Promoter on the said Property, and more particularly described in **Part A of Third Schedule** hereunder written and hatched in red colour on the **Typical Floor Plan** hereto annexed and marked as **Annexure "F"**, surrounded by red colour boundary line, at or

for the Total Consideration amount as described in Part B of Third Schedule (hereinafter referred to as the “Total Consideration”).

- b) 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 _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the following manner

The Purchaser(s) shall, on making a payment via RTGS/NEFT, share with the Promoter the UTR Code/ Reference Number to identify the payment. The Purchaser(s) shall be responsible for ensuring that payment of each instalment is made within 15 (fifteen) days of the demand for the said instalment made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account, as mentioned hereinabove.

- c) The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not accept payments from any person other than the Purchaser(s) herein. However, the Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only.
- d) The Total Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority/ Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost or other levies imposed by the Competent Authorities, etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued etc. in that behalf and to that effect along with the demand letter being issued to the Purchaser(s). The Purchaser(s) shall without any demur or protest, make payment within 15 (fifteen) days of issuance of such demand, time being of the essence.
- e) The Purchaser(s) shall be liable to pay cheque bouncing charges on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed' equivalent to 3% (three per cent) of the value of the concerned cheque, subject to minimum of INR 25,000/- (Rupees Twenty-Five Thousand Only), plus GST. The Promoter

shall be entitled to adjust cheque bouncing charges against any amounts received from the Purchaser(s) as it may deem fit and levy the interest for delayed payment as mentioned herein.

f) The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Further it shall be the sole responsibility of Purchaser(s) to get disbursed the amounts from the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser(s) alone shall be liable to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.

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

h) The Promoter shall endeavour to complete the Project on or before completion date mentioned in RERA and shall hand over the said Premises to the Purchaser(s) after receiving the part or full occupation certificate. The Purchaser(s) shall make timely payments of all the instalments and other dues payable by him/her/them and fulfil all other obligations as agreed under this

Agreement without raising any issues or concern; time being of essence.

- i) The said Total Consideration is excluding all the property tax, other taxes (Municipal / State / Federal) and / or other statutory duties, GST, levies, cesses, charges, deposits, premiums, duties imposed by statutory authorities, Building Maintenance Charges, corpus, deposits that would be taken at the time of handing over possession of the said Premises and other amounts or outgoings by any other name in respect of and applicable to the said Property and the New Buildings; whether payable now and/or in future and/or those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser(s) alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in Fixed Deposits, if such claims are sub-judice. In addition to the Total Consideration mentioned above, the Purchaser(s) shall be liable to pay to the Promoter GST and/or any other taxes along with payment of each instalment of Total Consideration. In case of delay in payment of GST or any other taxes by the Purchaser(s), Purchaser(s) shall be liable to pay interest and penalty. Unless all such taxes with respect to the said Total Consideration, including taxes as well as any/ all other charges/ levies etc. payable under this Agreement, are paid by the Purchaser(s), he/she/they shall not be entitled to take possession of said Premises or any part thereof.

- j) The Purchaser(s) hereby agrees, that in addition to the Total Consideration and other amounts/charges payable under this Agreement, to pay to the Promoter on demand all applicable Charges/ Deposit for Installation/ Connection of Electricity meter/ Water/ Gas/ Telephone/ Mobile Connectivity/ Internet

connectivity/ IPTV/ Cable TV/ Satellite TV and/ or Digital TV services/ Fibre Optic lines and for any other services, as may be applicable and determined by the Promoter plus service charges, if any and applicable statutory levies, if any.

- k) On the instalment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such instalment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 15 (fifteen) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s) agree/s that in the event of non- payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.
- l) In addition to the interest as aforesaid, in case of every instance of delayed payment, the Promoter shall be entitled to recover from the Purchaser(s), all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 3% (three per cent) of the

amount of the delayed payment per instance, subject to minimum of INR 25,000/- (Rupees Twenty Five Thousand Only) plus GST, per instance of delayed payment.

- m) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change⁶, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess⁸ money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All the monetary adjustments shall be made at the same rate Per square meter as agreed in Clause 4(a) of this Agreement.

- n) The Purchaser(s) agrees and undertakes to pay the said Total Consideration as per the respective instalments and the Other Charges as set out in Part B of Third Schedule along with GST and any other applicable taxes, as and when it shall mature for payment. The payment of concerned instalments is linked with the stage-wise completion of the said New Building. Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser(s) by RPAD/courier/email/hand delivery at the address of the Purchaser(s) mentioned in this Agreement or by email on Purchaser(s)'s email address. Along with said demand letter, the Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. The certificate of the

architect shall be conclusive proof of completion of such stage. The Purchaser(s) shall make payment of the respective instalment within a period of 15 (fifteen) days from receipt of the said demand letter. It is however clarified that the aforesaid period of 15 (fifteen) days shall be calculated from the date of receipt of the first communication from the Promoter, in case the Promoter chooses to send such communication by any of the following mode, i.e. RPAD/courier/email/hand delivery. In case the Purchaser(s) commit/s any delay in making the said payment then without prejudice to the right of the Promoter, as set out herein, the Purchaser(s) shall become liable to pay interest at the rate specified in RERA Rules on all delayed payments from its due date till the actual payment is made.

- o) The Purchaser(s) is/are aware that in accordance with section 194-IA of the Income Tax Act, 1961, TDS has to be deducted at the rate mentioned in the Income Tax Act, 1961 of the Purchase Consideration/ every instalment thereof, while making payment to the Promoter under this Agreement. The amounts so deducted by the Purchaser(s) are required to be paid to the Income Tax Authorities on or before the 7th day of the English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser(s) electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser(s) submitting the original TDS Certificate within 15 (fifteen) days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Purchaser(s) further agree/s and undertake/s that if the Purchaser(s) fail/s and/or neglect/s to deduct the tax at source or fail/s to pay the same after deduction

to the Income Tax Authorities, the Purchaser(s) alone shall be deemed to be the assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability for non-payment of such TDS.

p) The Purchaser(s) however agrees that at the time of handing over the possession of the said Premises, if the TDS certificate, as contemplated in the sub-clause hereinabove is not produced, the Purchaser(s) shall pay equivalent amount as interest free deposit with the Promoter, which shall be refunded by the Promoter on the Purchaser(s) producing such TDS certificate within 90 (ninety) days of possession. Provided further that in case the Purchaser(s) fails to produce such TDS certificate within the stipulated period, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser(s).

q) Without prejudice to the right of promoter to charge interest in terms above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice

then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Promoter.

- r) It is clarified and the Purchaser(s) accords his/her/their agreement to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:
 - i) First towards any Payment Dishonour charges in case of dishonour of payment or any other administrative expense incurred by the Promoter.
 - ii) Second, towards interest as on date of delayed payments.
 - iii) Third, towards statutory charges, if applicable.
 - iv) Fourth, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser(s) under this Agreement.
 - v) Fifth, towards outstanding dues towards Total Consideration and Other Amounts payable by the Purchaser(s) in respect of the said Premises or under this Agreement.

Under no circumstances shall any express intimation or communication by the Purchaser(s), with regards to the appropriation of the payments made hereunder, other than as aforesaid, be valid or binding on the Promoter.

- s) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser(s) as per the agreement shall offer in writing the possession of the

Shop/Office, to the Purchaser(s) in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser(s). The Promoter agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Promoter or the said new Society, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser(s) in writing within 15 days of receiving the occupancy certificate of the Project.

- t) Within 15 (fifteen) days of Possession Notice (defined herein) given by the Promoter to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay the proportionate share that may be decided by the Promoter or the said new Society, as the case may be, towards (a) insurance premium; (b) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the New Buildings including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the New Building and the said Property underneath along with GST and any other taxes/levies as applicable. The Purchaser(s) shall pay/ deposit with the Promoter and/or the Society prior to taking possession of the said Premises, the amounts as more particularly set out in Part B of Third Schedule hereunder written. The abovementioned sums/ amounts shall not carry interest. All the aforesaid amounts collected other than amounts towards Legal charges and Water/ Electric Meter Charges and any other service connection as applicable; after deducting actual expenses incurred by Promoter in respect thereof will be handed over to the Society. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts

mentioned herein, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Purchaser(s) shall pay/ deposit with the Society prior to taking possession of the said Premises interest free refundable security deposit as more particularly set out in Part B of Third Schedule hereunder written towards security against any damages or losses that may be occurred to any part of the New Buildings due to fit out work to be carried out by the Purchaser(s) at his/her/their New Shop/Office. Any damages/losses that may occur to any part of the New Buildings during the said fit out period, the same shall be rectified by the Purchaser(s) at his/her/their own cost and expenses failing which the Promoter shall carry out the same and deduct the amount of the said expenses from the said interest free refundable security deposit and refund the balance amount, if any, to the Purchaser(s).

u) The amounts so paid by the Purchaser(s) to the Promoter and/or the Society under the sub-clause hereinabove shall not carry any interest and shall be utilized by the Promoter and/or the Society for the purposes for which these amounts have been received. Security deposit or balance thereof, if any, shall be handed over to the Society.

v) It is clearly understood and agreed that it shall not be the obligation of the Promoter to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter have received the same from the Purchaser(s) of various units in the said Project. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the New Building due to non- payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the premises

therein and/or their failing to comply with their obligations under this Agreement.

w) The Purchaser(s) declare and affirm that in case of joint allotment, failure to pay by any one of the Purchasers shall be deemed as failure to pay by all and all Purchasers shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

5) ADHERANCE TO PLAN:

- a) The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been/ may be imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and/or any structural changes as guided by RCC/ Structural Consultant and shall, before handing over possession of the said Premises to the Purchaser(s), obtain from the concerned local authority occupation certificate in respect of the said Premises.
- b) The Promoter have commenced construction and shall complete construction on the said Property in accordance with the plans, designs and specifications approved by the Planning authority MHADA, and other local authorities which have been seen and approved by the Purchaser/s with only such variations and modifications as may be required by the concerned local authority/ government to be made in them or any of them.

PROVIDED THAT the Promoter shall have to obtain the prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government Authorities, or due to change in law

PROVIDED FURTHER THAT the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required

by the Promoter from time to time, by obtaining 2/3rd consent of concerned affected person/s in the said New Building as the case may be.

6) TIME IS OF ESSENCE FOR BOTH THE PROMOTER AND THE PURCHASER(S):

Time is of essence for the Promoter as well as the Purchaser(s). The Promoter shall abide by the time schedule for completing the New Building and handing over the Premises to the Purchaser(s) after receiving the occupancy certificate, subject to what is stated hereinbelow. Similarly, the Purchaser(s) shall make timely payments of every instalment and other dues payable by him and shall comply with all other obligations under this Agreement. The Purchaser/s shall pay to the Promoter, the amounts payable under this Agreement on the due date without fail and without any delay or default or demur. The Promoter will forward to the Purchaser /s Notice of demand for amounts due and payable under this Agreement at the address given by the Purchaser/s under this Agreement and the Purchaser /s will be bound to pay the amounts within 7 days of the Promoter dispatching written Notice at the address of the Purchaser /s as given in these presents. In addition to the said consideration, the Purchaser /s shall also be liable to bear and pay Service Tax/GST as applicable in addition to the aforesaid instalment to the Promoter. Time as to payment of each of the instalments shall be of the essence and the Purchaser /s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests ("Interest Rate") on all delayed payments including delay in payment of the Goods and service tax as applicable from the due date till the date of payment thereof. The Purchaser /s shall pay each instalment of the purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the TDS to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16B for the same, within statutory period from the payment thereof.

7) FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID NEW BUILDINGS ON THE SAID PROPERTY

- a) The Purchaser/s hereby agrees, accepts and confirms that the Promoter propose to develop the said Property by utilization of the full development potential and the Purchaser /s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- b) The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the Property whether by way of purchase of entire FSI available under the DCPR 2034 in respect of the said Property, if any, and/or Fungible FSI/TDR/FSI with premium or without premium and/or additional Fungible FSI/TDR/Protected FSI as may be available on the said Property, being the Entire Development Potential, as available, at any time during the subsistence of the same.

8) CONSEQUENCES OF FAILURE IN ADHERING TO TIME SCHEDULE:

- a) Subject to a force majeure event, if the Promoter fails to abide the time schedule for completing the New Buildings project and handing over the Premises to the Purchaser(s), the Promoter agrees to pay to the Purchaser(s), provided that the Purchaser(s) do not intend to withdraw from the said New Buildings project, and the Purchaser(s) having paid all the amounts due as per this Agreement, along with interest/ penalty, if any; interest as specified in the RERA Rules, on all the amounts paid by the Purchaser(s) for every month of delay, till the handing over of possession.
- b) The Purchaser(s) agree/s and undertake/s to pay to the Promoter, interest as specified in RERA Rules, on all the delayed payment/s which become due and payable by the Purchaser(s) to the Promoter under the terms set-out in this Agreement from the date the said amount becomes due and payable by the Purchaser(s) to the Promoter.

- c) Without prejudice to the right of the Promoter to charge interest in terms of the sub- clause hereinabove, on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his/her/their proportionate share of taxes, charges, levies etc. imposed by concerned local authority and other outgoings), the Promoter may, at its own option, terminate this Agreement:
- i. Provided that, before termination of this Agreement, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser(s) by registered Post A.D. at the address as mentioned in this Agreement and/ or by e-mail at the email address provided by the Purchaser(s), of the intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.
- ii. Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall, simultaneously upon the Purchaser(s) executing and registering Deed of Cancellation of this Agreement, refund to the Purchaser(s) subject to adjustment and recovery of agreed Liquidated Damages or any other amount as defined herein. It is agreed and understood that after termination, the Promoter shall be at absolute liberty and shall have all legal rights to allot and/ or sell/ transfer and/ or mortgage/ lien the said Premises to any third party Purchaser(s) upon such terms and conditions as may be deemed fit by the Promoter. The Purchaser(s) shall not be entitled to raise any dispute or objection in any manner whatsoever for such third-party allotment of the said Premises by the Promoter.
- d) The liquidated damages agreed between the Promoter and the Purchaser(s) (hereinafter referred to as “Liquidated Damages”) shall

include: (i) 10% of the amount of the Total Consideration of the said Premises (which includes Earnest Money Deposit), (ii) interest, penalties on any overdue payment, (iii) cheque bouncing charges, delayed payment charges, brokerage paid to channel partners/ brokers, if any, (iv) all taxes paid by the Promoter to all authorities in respect of allotment of said Premises to the Purchaser(s), (v) amount of stamp duty, registration charges and out of pocket expenses paid on this Agreement as well as those which shall be payable on the deed of cancellation of this Agreement, (vi) GST and any other taxes/charges/levies etc. which are correctly applicable or may be applicable in future in respect of transaction recorded in this Agreement.

- e) In the event, the Purchaser(s) intends to terminate this Agreement for any reason other than delay in completion of the New Buildings, as per timelines mentioned herein, then the Purchaser(s) shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/their intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in sub-clauses (a) and (d) of this clause shall become automatically applicable and the refund of Total Consideration price to the Purchaser(s) shall be made in accordance with what has been stated in the said clauses. In such an event, the Promoter's obligation to refund the Total Consideration subject to deductions made in accordance with sub-clause (d) hereinabove, shall be against the Purchaser(s) entering and registering the requisite Deed of Cancellation and handing over original of this Agreement and all other documents relating to the said Premises to the Promoter.

9) AMENITIES AND FIXTURES:

The Promoter shall construct the said New Buildings as per specifications approved by the competent authority and provide **Amenities and Facilities** in the **Common Areas** and all facilities and amenities of standard quality as per the specification more particularly

described in **Third Schedule**, hereunder written. The Purchaser(s) confirm/s that the amenities and facilities mentioned in Seventh Schedule hereto are tentative and are subject to availability. In case of unavailability, the Promoter is entitled to give an equivalent product or the next best alternative or may not give such amenities. The Purchaser(s) further agree/s and undertake/s that the selection of the next best alternative shall be at the discretion of the Promoter.

10) POSSESSION DATE:

It is expressly agreed by and between the Purchaser(s) and the Promoter that the Promoter will endeavour to hand over the possession of the said Premises, after the said Building is ready for use and occupation as evidenced by the issuance of the occupation certificate from the concerned authority, by _____

PROVIDED, the Promoter has received the said Total Consideration in respect of the said Premises and all other amounts payable by the Purchaser(s) to the Promoter under these presents, unless the delay in handing over possession is on account of a Force Majeure Event as stipulated hereunder. For the purpose of this clause, the "Purchase Consideration" shall include the interest/ penalty, GST as well as other charges etc. payable by the Purchaser(s) to the Promoter in accordance with the terms of this Agreement and as per Schedule Second Part B.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

- a. war, civil commotion or act of God ;
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- b) The Parties agree that, if on account of a Force Majeure Event, development is delayed or materially affected, then the date of handing over possession will automatically stand extended to that extent.

c) If the Promoter fails or neglects to give possession of the said Premises to the Purchaser(s) by Possession Date or such later date, as approved by RERA, as stated hereinabove, save and except on account of Force Majeure Event (as defined herein above) or any reasons beyond their control or as provided in Section 18 of the RERA, then the Purchaser(s) shall be entitled, after giving 60 (sixty) working days' prior notice in writing, to terminate the Agreement and thereupon the Promoter shall be liable, on demand, to refund to the Purchaser(s) amount already received in respect of the said Premises along with interest at the rate stipulated in RERA Rules, from the date of the receipt of such amount till payment, simultaneously against the Purchaser(s) executing and registering the requisite Deed of Cancellation of this Agreement. The Purchaser(s) agrees that the repayment as aforesaid constitutes his/her/their sole remedy in such circumstances and the Purchaser(s) foregoes any and all his/her/their/ rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever including but not limited to those of a direct or consequential nature or otherwise. In the event, the Purchaser(s) has availed housing loan and created mortgage on the said Shop/Office, then along with the notice of termination, they shall submit NOC from such bank or institution for termination of the Agreement by Purchaser(s). Till the amount along with interest thereon is refunded by the Promoter to the Purchaser(s), the Purchaser(s) shall, subject to prior encumbrance, if any, have a charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property or New Building in any manner whatsoever and the Promoter shall be entitled to deal with and/ or dispose off the said Premises to any person or party as the Promoter may desire at its sole and absolute discretion.

11) PROCEDURE FOR TAKING POSSESSION:

- a) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Shop/Office, to the Purchaser/s in terms of this Agreement to be taken within 15 days (Fifteen days) from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Society. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 15 days of receiving the occupancy certificate of the Project.
- b) Subject to the Purchaser(s) not being in breach of any of the terms hereof and the Purchaser(s) having paid all the dues and amounts hereunder, including and not limited to the said Total Consideration and the Other Charges, the Promoter, upon obtaining the Occupancy Certificate (the occupancy certificate may be for part or whole of the New Building) from the Competent Authority, shall offer in writing the possession of the said Premises, to the Purchaser(s) in terms of this Agreement (“**Possession Notice**”) to be taken within 15 (Fifteen) days from the date of issuance of such notice and the Promoter shall give possession of the said Premises to the Purchaser(s) subject to the Purchaser(s) making payment to Promoter of the Purchase Consideration, Other Charges, GST, amount payable at the time of taking possession as well as any other amounts payable under this Agreement, and sign and execute such undertakings, declarations, documents, writings, etc. as may be required by the Promoter.
- c) The Purchaser(s) shall take possession of the said Premises within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser(s) intimating that the said Premises are ready for use and occupation.
- d) At the time of taking possession of the Premises, the Purchaser(s) shall inspect the said Flat along with the authorized representative of the Promoter and fully satisfy himself/herself/themselves that the said Flat has been constructed as per the approvals and the Flat amenities have been provided as per this Agreement. If, during the course of inspection, the

Purchaser(s) points out any defects or deficiencies in respect of the said Flat and if such objections as raised by the Purchaser(s) are valid, such objections shall be recorded in the inspection sheet by the authorized representative of the Promoter and signed by both the Purchaser(s) and the authorized representative of the Promoter. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies as solely recorded in the inspection sheet. If the Purchaser(s) fails to attend the inspection at the time of taking possession, the Purchaser(s) shall be deemed to have fully accepted the construction, state and condition of the said Shop/Office.

- e) Even if the Purchaser(s) does not take possession of the said Premises for any reason whatsoever, still he/she/they shall become liable for the payment of all premium, applicable charges, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges and other taxes, levies, cess and/or charges etc. as may be imposed or become payable in respect of the said Premises, upon completion of the said **15 (fifteen) days' Notice Period.**
- f) The Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Shop/Office) of outgoings in respect of said Premises, New Building, Property as well as common amenities and facilities including but not limited to water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars / security guards / security agency, sweepers, property managers/property management company/s, facility service provider etc. and/or any/all other expenses necessary and incidental to the management and maintenance of the said Premises, the said New Building and/or the said Property as well as common areas and amenities available to the owners of Shops/offices in the New Building. The Purchaser(s) shall pay such provisional contribution quarterly from the date the Promoter notifies him/her/them that the said Premises are ready for occupation, on the 5th day of each quarter in advance and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser(s) shall be liable to pay interest as per applicable law and all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be

3% (three per cent) of the amount of the delayed payment per instance, subject to minimum of Rs.25,000/- (Rupees Twenty Five Thousand Only) plus GST, per instance of delayed payment, from the 1st day of the month till the date of payment. Non-payment or default in payment of said amounts shall be regarded as default on the part of Purchaser(s) and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein. The Purchaser(s) shall pay an amount equivalent to 12 (twelve) months' provisional monthly contribution and outgoings by way of interest free security deposit to the Promoter and/or the New Society or before taking possession of the said Premises, which amount (after adjusting any outstanding amount) shall be handed over to the Society at the time of handing over charge of the management of the said New Building to the Society. The amount so paid by the Purchaser(s) to the Promoter shall not carry any interest and as such while handing over the balance, if any, to the Society, the Promoter shall not be liable to pay any interest thereon.

- g) The Purchaser(s) shall also be liable to bear and pay property/assessment tax, betterment charges, local taxes and any/all other levies (by whatever name it is called) payable to Municipal Corporation, Local Authorities and/or any other Government and Semi-Government Authorities (hereinafter referred to as the **"Property / Assessment Tax"**). In case the Property/Assessment Tax bills are not issued in the name of the Purchaser(s) and are issued in the name of the Promoter/ Society, the Purchaser(s) shall pay their share of the Property/Assessment Tax to Promoter/ Society in advance to enable the Promoter/ Society, as the case may be, to make timely payment of the Property/Assessment Tax bills.
- h) The Purchaser(s) hereby nominates the person(s) as set out in the **Part B of Third Schedule**; if any (**"the said Nominee"**) as his/her/their/its Nominee in respect of the said Premises. On the death of Purchaser(s), the said Nominee shall assume all the obligations of the Purchaser(s) under this Agreement or otherwise and shall be liable and responsible to perform the same. The Purchaser(s) shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee

substituted by the Purchaser(s) (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Promoter may deem fit, from such Nominee. The Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

- i) The Purchaser(s) agrees to pay to the Promoter and/or the said New Society advance maintenance charges as per the rate that will be decided by the Promoter/ Society at the time of handover possession of the New Flat on the RERA carpet area inclusive of balcony area, if any, plus GST, as applicable, for period of 12 months from the date of occupation certificate towards the upkeep and maintenance costs / such outgoings. Further, the Promoter and/or the said new Society shall be entitled to recover from the Purchaser(s) additional maintenance charges after the expiry of period of 12 months as applicable.

12) FAILURE OF PURCHASER(S) TO TAKE POSSESSION OF THE SAID PREMISES:

- a) Upon receiving a written intimation from the Promoter, the Purchaser(s) shall take possession of the said Premises from the Promoter by executing necessary documents. In case the Purchaser(s) fails to take possession within the said period of 15 (fifteen) days, the Purchaser(s) shall continue to be liable to pay maintenance charges as applicable, as stated above. Upon taking actual possession of the Premises or upon expiry of the said 15 (Fifteen) days from the date of receiving the Possession Notice from Promoter, the Purchaser(s) shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Purchaser(s)

expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Purchaser(s).

- b) The Purchaser(s) hereby agrees that in case the Purchaser(s) fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter, then the Purchaser(s) shall in addition to the Other Charges as stated in Part B of Third Schedule and the charges stated hereinabove, also pay to the Promoter holding charges at the rate of Rs. 200/- (Rupees Two Hundred Only) per month per sq. feet. of the RERA Carpet Area of the said Flat ("Holding Charges") for the period of such delay. During the period of said delay the said Flat shall remain locked and shall continue to be in possession of the Promoter, but at the sole risk, responsibility and cost of the Purchaser(s) in relation to its deterioration in physical condition.

13) PROMOTER'S DEFECT LIABILITY:

- a) If within a period of 5 (five) years from the date of occupation certificate or handing over possession of the said Premises to the Purchaser(s), whichever is earlier, the Purchaser(s) bring/s to the notice of the Promoter any structural defect in the said Premises or the New Building or any defects on account of quality of the material used in construction, then wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects then the Purchaser(s) shall be entitled to receive from the Promoter reasonable compensation for such defects. However, if the Purchaser(s) carries out any alteration, addition or change in the said Premises, including, without limitation, drilling of any walls, without obtaining prior written permission of the Promoter and of the concerned authorities, wherever required, then, in that case the liability of the Promoter shall come to an end and the Purchaser(s) alone shall be responsible to rectify such defect or change at his/her/their own cost.

- b) Notwithstanding anything contained in sub-clause (a) above, if such defect occurs (i) due to carrying out any structural additions or alterations or internal changes by the Purchaser(s) in and over the said Premises and/or (ii) due to damage to the water proofing treatment provided to the said Premises by the acts and/or omissions on the part of the Purchaser(s) and/or (iii) due to any mishandling and/or any misuse of the said Premises and/or of the said amenities, fixtures, etc. and/or (iv) due to carrying out renovation/additions or alterations/structural/internal changes by any other purchaser(s) within his/her/their respective premises and thereby causing of any damage by them to the said New Building or any part thereof, the Promoter shall not be responsible for the same.
- c) If any damage due to wear and tear or alteration/ addition of whatsoever nature is caused to the Premises [save and except the defects as mentioned in sub-clause (a)], the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser(s) and the Purchaser(s) alone shall be liable to rectify and reinstate the same at his/ her own costs.
- d) In spite of all the necessary steps and precautions taken while designing and construction, the New Buildings or Flat may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser(s) may come across cracks in finishes, flooring, slabs, gypsum, paint etc. as a result of such slab/ beam deflection and also caused due to renovation and/ or alterations etc. carried out by the Purchaser(s) and/or any other members/ occupants in the said New Buildings. Notwithstanding what is mentioned in this clause, the Purchaser(s) agrees and covenants not to hold the Promoter liable and/ or responsible in respect thereof.
- e) The Promoter will hand over the guarantee/warranty cards of fixtures and fittings provided; if any (if provided by the respective agency/ manufacturer). Further, it shall be the responsibility of the Society/ Purchaser(s), as the case may be, to obtain and/ or renew the Annual Maintenance Contracts in

relation to the fixtures/ fittings/ amenities provided; if any in the New Building and/ or the Premises. In this regard, Purchaser(s) acknowledge that the Promoter has no control over the various products/ amenities provided; if any in the Premises/ New Building and accordingly, they shall not hold the Promoter responsible for any problems associated with them and shall directly take up the issue with the manufacturer/ agency.

14) USER OF PREMISES:

The Purchaser(s) shall use the said Flat or any part thereof or permit the same to be used only for purpose of Commercial use. Purchaser(s) shall use the Car Parking, if any allotted to him/her/them, only for purpose of keeping or parking his/her/their own vehicles.

15) REGISTERED REAL ESTATE AGENT

In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all the amounts (including taxes) agreed as payable remuneration / fees / charges / commission/ brokerage to the said Registered Real Estate Agent shall be paid by the Promoter/ allottee / both, as the case may be in accordance with the agreed terms of payment”.

16) FORMATION OF COMMON ORGANIZATION OF PURCHASER(S), AND FORMATION OF FEDERATION/APEX BODY AND TRANSFER OF TITLE

- a) The type of Common Organization to be formed of the Purchaser(s) in respect of said building shall be at the sole discretion of the Promoter. Common Organization to be formed may be a Co-operative Society or a company or a condominium or any other legal entity.
- b) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the

Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure and project land of the Building or wing in which the said Apartment is situated.

- c) The Promoter shall submit an application to the Competent Authority for registration of the Co-Operative Society or Company or condominium or any other legal entities as the Promoter may decide within the period of Three months from the date on which fifty one percent of the total number of Purchaser(s) in the First phase of the said building/wing have booked the Apartments. Provided such fifty one Percent of the Purchaser(s) in said building has signed and given all the forms and declarations required to be submitted along with the application for formation of the Common Organization. The Purchaser(s) and the Purchaser(s) of the other premises shall join in the formation and registration of the Common Organization and from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Common Organization including bye-laws of the Common Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the Common Organization within the time as prescribed under the RERA.
- d) The Bye-Laws or as the case may be and/or Memorandum of the Common Organization shall not contain any provision, save to the extent required by law, which is contrary to the provisions herein contained. At the first general meeting of the Common Organization after its formation, the Purchaser(s) shall cause the Common Organization to accept and ratify this Agreement and all other Agreements entered with the Purchaser(s) of other Apartments to ensure that the Common Organization will be bound by the rights of the Promoter herein contained and to give effect to various provisions hereto.

- e) The Promoter shall form separate and independent common organization of the Purchaser(s) in respect of each of the wing of every building in the said Property.
- f) The name of the Common Organization shall be solely decided by the Promoter.
- g) The Common Organization shall admit all Purchaser /s of units and premises in the said Building as members, in accordance with its bye-laws.
- h) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units/premises and other premises including un-allotted car parking spaces in the said Building shall at all times, after the formation and registration of the Common Organization and/or lease of the said Property and the said Building in favour of the Common Organization, be and remain the absolute property of the Promoter, as the case may be.
- i) The Promoter shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoter may deem fit and proper.
- j) The Promoter shall be entitled, but not obliged to, join as a member of the Common Organization in respect of the unsold premises in the said Building, if any.
- k) Post the execution of the Transfer Document in favor of the Common Organization, the Common Organization shall be responsible for the operation and management and/or supervision of the said Building, and the Purchaser /s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

- l) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Common Organization, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Common Organization and their respective members/intended members including the Purchaser /s, as the case may be, and the Promoter shall not be liable towards the same.
- m) Till the development of the said Property and/or completion of construction of the said Building to its full development potential has been completed in all respects, the Purchaser /s, the Common Organization shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser /s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Purchaser /s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoters of its aforesaid rights.
- n) The Promoter shall not pay maintenance charges of unsold premises till Common Organization is formed.
- o) The Promoter shall execute Conveyance of the said Building together with the said Property (hereinafter referred to as the "Transfer Document") in favour of Common Organization.
- p) The costs, expenses, charges, levies and taxes on the Transfer Document and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Common Organization alone. Post the Transfer Document, the Common Organization shall be responsible for the operation and management and/or supervision of the

said Building, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- a) The title of the Promoter in respect of the said Property is clear and marketable; subject to what has been stated hereinabove and/or in the opinion on title and/or disclosed on the website of the authority under RERA, the Promoter has requisite rights to carryout development of the said Property and construction of the New Building.
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Property and shall obtain requisite permissions and approvals, as and when required, under law and further approvals from time to time to complete the development of the New Building.
- c) There are no encumbrances upon the said Project, except those disclosed in the title report, if any and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations pending before any Court of law with respect to the said Property/ Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA, if any. The Promoter has obtained requisite approvals, licenses and permits from the competent authorities with respect to the Project and will obtain such further permissions as may be necessary from time to time.

- e) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby they are prevented from entering into this Agreement;
- f) The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party in respect of the said Property/ Premises which will, in any manner, affect the rights of Purchaser(s) under this Agreement;

18) WARRANTIES AND COVENANTS OF AND BY THE PURCHASER(S):

The Purchaser(s) hereby covenants with the Promoter as follows: -

- a) The Purchaser(s) has/have entered into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement. The Purchaser(s) has/have obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.
- b) The Purchaser(s) shall use the Flat or any part thereof or permit the same to be used only for Commercial purpose. Purchaser(s) shall use Car Parking only for the purpose of keeping or parking his/her/their ownership vehicle only.
- c) The Purchaser(s) shall maintain the Premises at his/her/their own cost in good and tenantable repair and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the New Building or Premises which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building and/ or the said Premises or any part thereof without the consent of the local authorities, if required. The Purchaser(s) shall store all belongings inside the Premises hereby agreed to be purchased and not in vacant places outside Premises or in common areas or walk areas, etc. The Promoter/ Society shall have right to immediately dispose-off or move away any items

left unattended/ stored outside the Premises at the expense and liability of the Purchaser(s) alone.

- d) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or be likely to damage the staircases, common passages or any other structure of the New Building, including entrances of the New Building and in case any damage is caused to the said New Building or the Premises on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- e) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the New Building or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- f) Not to demolish the Premises or cause the same or any part thereof to be demolished, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building, in any manner whatsoever, and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the New Building and shall not chisel, or in any other manner cause damage to columns, beams, walls, slabs or RCC,

Pardis or other structural members in the Premises without the prior written permission of the Promoter/ Society, as the case may be.

- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the New Building.
- i) The service area provided for servicing the plumbing and other utility services of toilets of the said Flat shall be used for the purpose of such servicing only.
- j) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, their share of security deposit and/ or such other charges, amount, moneys, taxes, cess, etc., as the case may be, payable by the Purchaser(s) under this Agreement and/ or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the New Building and/ or in respect of said Premises.
- k) To bear and pay any/ all increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/ or other public authority, on account of change of user of the Premises by the Purchaser(s) for any purposes other than for purpose for which it is sold and/ or for any other reasons.
- l) The Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues including but not limited to the said Purchase Consideration payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up and only if the Purchaser(s) had not been guilty

of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser(s) has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter to transfer, assign or part with the interest etc.

- m) The Purchaser(s) shall observe and perform all the rules, regulations and resolutions of the Society for protection and maintenance of the said New Building and the premises and common areas therein and/ or for any other reasons and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the proposed Society and/or condominium and/or anybody that may be formed by the Promoter, regarding the occupation and use of the Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- n) The Purchaser(s)/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
- o) Not to make any extensions, additions, in or around his/her/their Premises which may be considered illegal and as violation of Occupation Certificate of the particular Premises. In the event such an illegal alteration is carried out, then the Purchaser(s) shall immediately remove/ demolish it as soon as it is brought to his notice. The Purchaser(s) shall not attempt to regularize such an illegal alteration.
- p) Not to transfer, assign, give on leave and license or tenancy basis or induct any person/s into or part with the said Premises and/or any part thereof and/or the Purchaser(s)'s right, interest or benefit under this Agreement or part with the possession of the said Premises and/or any part thereof

without the prior written consent of the Promoter/Society. The Promoter shall grant such consent to the Purchaser(s) only if the Purchaser(s) has/have paid all dues under this Agreement and has/have not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the Promoter in this regard.

- q) The Purchaser(s) hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by the Promoter to the Government, Municipal Corporation or to any other authority in respect of development of the said Property or in respect of the said New Building or the said Premises, the same shall be reimbursed to the Promoter in the proportion that the area of the said Premises agreed to be purchased by the Purchaser(s) bears to the total area of all premises in the said New Building and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser(s).
- r) While carrying out any work, the Purchaser(s) shall ensure that the water proofing treatment given by the Promoter is not damaged in any manner. The Purchaser(s) shall also ensure that the plumbing lines provided in the Office/Shop are not shifted. If on carrying out the work, any leakage and/ or seepage of water takes place, then the Purchaser(s) alone shall be liable and responsible to rectify such defects at their own costs and expenses. Likewise, in case while carrying out the said work, the said New Buildings or any part thereof including (but not limited to) the adjoining office/Shop and/or the office/Shop on the upper and lower floors are damaged, then the Purchaser(s) alone shall be liable and responsible to rectify such damages at their own cost and expenses.
- s) If the Purchaser(s) fails to carry out the rectification work within a period of 7 (seven) days from the date of receiving communication about the leakage or damage, the Promoter and/or member/or Purchaser(s) of the Flat in

whose Flat there is a leakage or damage shall be entitled to rectify the defect entirely at the costs of the Purchaser(s) herein. In case of failure of the Purchaser(s) in paying such rectification costs to the Promoter, the Promoter reserves the right to deduct/recover the costs towards rectification of any such defects or damages from the advance maintenance and/or the Corpus amount deposited by the Purchaser(s) with the Promoter or alternatively the Promoter may demand from Purchaser(s) herein interest free refundable security deposit for such amount to be decided by the Promoter at the time of giving possession to the Purchaser(s). The Purchasers herein shall also give such Undertakings, Bonds, Indemnity, Affidavits, Writing as may be required by the Promoter at the time of taking possession of the said Premises.

- t) That Purchaser(s) shall not commit any breach or violation of any of the above- mentioned covenants given to the Promoter and understand/s that in case of any violation, particularly with regard to sub-clause (f), (p), (s), he/she/they shall not be entitled to claim the benefit of defect liability.
- u) The Purchaser(s) represents that he/her/they has/have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser(s);
- v) The Purchaser(s) represents that no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- w) the Purchaser(s) represents that none of his/her/their assets is/are subject matter of any attachment and/or the Purchaser(s) has/have not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser(s) is a defending party;
- x) the Purchaser(s) represents that he/her/they has/have never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;

y) The Purchaser(s) is aware of the following and shall not raise any objection in respect thereof in future and Planning Authority/ MHADA /Promoter shall not be held responsible for the same:

- i. the said New Buildings is constructed with open space deficiency and the Purchaser(s) shall not object to the development of neighbouring plot, whenever they come forward for the development of their respective plot, which may involve open space deficiency;
- ii. uses of the Mechanical and other Parking System in the Project;
- iii. room sizes are adequate as required under applicable guidelines (with concessions);
- iv. Manoeuvring space for car parking.

z) The Purchaser(s) shall not object or raise any claims for any variations in colour, size and design etc. of the tiles, marble, granite, stones, or any other construction material provided/used in the said Shop/Office, if any during construction and/or repairs/replacement which are beyond control of the Promoter.

aa)The Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the above covenants or any other terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

19) RIGHTS OF THE PROMOTER:

- a) The Purchaser(s) hereby consents that the Promoter shall, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/ or its affiliates with various devices (including electronic, laser and neon signs) in one or more places in the said New Buildings and in the said Project therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoter and/or its group companies and affiliates will not be liable to make any payment of any nature to the Society and/or the occupant/s of the Buildings in respect of such logos and/or name boards and/or put-up advertisements boards/ hoarding etc.
- b) The Promoter shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Society, in respect of any unsold/ un-allotted premises in the said New Building, save and except the rents, rates, taxes, cesses, assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Promoter will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/ unsold premises and car parking spaces. In case the Promoter is liable to pay or have paid the same in respect of the New Building, shops, offices, premises and/or car parking spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the proposed Society and/or any body corporate that may be formed by the Purchasers in respect of such unsold or un-allotted premises and/or car parking spaces, then the said proposed Society and/or any body corporate that may be formed by the Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not. All unsold and/or unallotted premises/ Shop/Office, areas and spaces in the New

Buildings, including without limitation, car parking spaces and anywhere else in the New Building and on the Property shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/ or unallotted premises/Flat and shall be entitled to enter upon the Property and the New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

- c) The Promoter shall have the right to raise any loan/ financial facility from any bank(s)/financial institution(s) or any other party towards Promoter's ownership rights on the said Property and sale component or receivables from sale of Flat / premises in the Promoter's Sale Component. Any such loan and the liability thereof shall be cleared by the Promoter only at its own cost and expenses.

20) WAIVER:

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

21) RESTRICTION ON RIGHT OF PURCHASER(S):

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property or New Buildings or any part thereof. The Purchaser(s) shall have no claim, save and except, in respect of the Premises hereby agreed to be sold to him and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, recreation spaces in the layout, etc. will remain the property and in absolute control of the Promoter/ Society, as the case may be.

22) RESPONSIBILITY OF THE PROMOTER UNDER RERA:

- a) The Purchaser(s) is/are aware that the Promoter has submitted Affidavit cum Declaration for registration of the Project under RERA as Promoter as per the requirement of the RERA. It is however clearly agreed and understood that it shall be the sole responsibility of the Promoter to carry out and complete construction of the New Buildings and hand over possession of the Flat to the Purchaser(s) in time. In case of dispute between the Promoter and the Purchaser(s) regarding quality of construction or delay in completion, including defect liability, then the Promoter shall alone be responsible for the same.
- b) The Promoter alone shall be responsible for all liabilities, claims, litigation, disputes, demands etc., arising under the provision of RERA pertaining to or in connection with the development of the said Property.

23) RIGHT OF THE PROMOTER TO CREATE A MORTGAGE/ CHARGE/ LIEN:

- a) The Promoter has not created any mortgage or charge on the said Property, save and except as disclosed in the title reports and/or while registering the said Project under RERA and/or elsewhere in this Agreement. The Promoter is, entitled, to avail financing and/ or credit facilities, and create mortgage/ charge/ lien / raise loans and debts from banks, financial institutions or other persons, for the development of the said Property, without making the Purchaser(s) liable for repayment of the same, by creating mortgage or charge on the Promoter's Sale Component or receivables from sale of Flat / premises in the Promoter's Sale Component, as may be desired by the Promoter. In case any such mortgage or charge is made or created by the Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s), who has taken or agreed to take such Premises. The Promoter shall provide requisite NOC, if applicable from such Lender and will clear such loan on or before

completion of entire development and handover of the Premises to the Purchaser(s).

b) In case the Purchaser(s) avail/s the financial assistance or home loan inter-alia for purchasing or acquiring the said Premises, then in that event, the Promoter shall, at the request and cost of Purchaser(s), allow the charge, lien or mortgage to be created upon the said Flat of such financial institution from whom the Purchaser(s) shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Purchaser(s) alone. The Promoter shall, in no way, be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Purchaser(s) alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage/ charge/ lien is created pursuant to availing of such financial assistance/ loan by the Purchaser(s), the same shall be subordinate to the rights of the Promoter and be limited to and/ or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the New Building and/ or the Property shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.

c) The Purchaser(s) hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Purchaser(s), subject to the terms hereof, shall not sell, transfer, let out and/ or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Promoter and the relevant bank/ financial institutions which have advanced the loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser(s) which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Purchaser(s) to inform the proposed Society and/ or any body corporate that may be formed by the Purchasers about the lien/charge of

such banks/Financial Institutions and the Promoter shall not be liable or responsible in any manner whatsoever.

d) The Purchaser(s) indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Promoter, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the loan.

24) ENTIRE AGREEMENT:

This Agreement, along with its recitals, schedules, annexures, etc. constitutes the Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, booking form, correspondences, arrangements etc. whether written or oral, if any, between the Parties with regard to the said Premises/ Property/ New Buildings, as the case may be.

25) RIGHT TO AMEND:

This Agreement shall not be amended by any of the Parties without mutual consent of each other. The amendment, if any, to be made to this Agreement shall be made only with the written consent of all the Parties and not otherwise.

26) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) / SUBSEQUENT PURCHASER(S):

The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s). For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the said Premises or any part thereof or (ii) the benefit of this Agreement and/or (c) in case the Purchaser is a company, directly or indirectly, the change in

(i) control and/or management and/or (ii) shareholding constituting more than 25% of the voting rights and/or economic interest, (d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

27) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA or the RERA Rules framed thereunder or any other applicable law for the time being in force, then such provisions of the Agreement shall be deemed to have been amended or deleted and/ or shall be considered as 'severed' from this Agreement as if it was not forming part of this Agreement. But in that eventuality, the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other purchaser(s) in the Project, the same shall be the proportion which the RERA carpet area of the said Flat including balcony area, if any, bears to the total RERA carpet area of all the offices/shops including balcony area, if any, in the New Buildings.

29) FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs, expenses, charges, taxes, including stamp duty, GST, Registration Charges, etc. that shall be required to be incurred for execution

of such instruments and/or for taking such other action, shall be incurred and paid by the Purchaser(s).

30) EXECUTION OF THE AGREEMENT:

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office or such other place as the Promoter may intimate.
- b) The Purchaser(s) and the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Parties will attend such office and admit execution thereof. It is agreed between the Parties that all expenses towards GST and/ or any other cesses or taxes pertaining to this Agreement shall be borne and paid solely by the Purchaser(s). The Purchaser(s) alone shall be liable to bear and pay stamp duty, registration charges and all other charges, costs and expenses incidental to or in connection with this Agreement.
- c) Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Purchaser(s) and secondly, appear/s for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fail/s to execute and deliver to the Promoter this Agreement within 7 (seven) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of

various amounts stated herein above) without any interest or compensation whatsoever.

31) ADDRESS FOR CORRESPONDENCE:

That all notices to be served on any of the Parties, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the respective Party by Registered Post A.D./ Speed Post/ Courier or notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

Purchaser(s):

Name: _____

E-mail ID: _____

Promoter:
Name:
Address:
E-mail ID:

It shall be the duty of the respective Parties to inform the others of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/ speed post/ e-mail, failing which, all communications and letters posted at the above address shall be deemed to have been received by such Party.

32) JOINT PURCHASERS:

That in case there are Joint Purchasers, all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the

address given by him/her. The Joint Purchasers hereby agree and confirm that service of notices or other communication to the first named Purchaser herein shall, for all intents and purposes, be considered as duly served on all the Purchasers.

33) FOREIGN EXCHANGE MANAGEMENT ACT:

The Purchaser(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Purchaser(s) holds the Promoter harmless against any such action and undertakes to indemnify the Promoter in case of any fine/ action/ proceeding, etc. initiated against him/her/them by the relevant authority for any reason.

34) PAYMENT COMPLIANCE:

The Promoter accepts no responsibility in regard to Purchaser(s)'s compliance of making payment via his/her/their own accounts. The Purchaser(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the

Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Purchaser(s) 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 Promoter shall be issuing the payment receipts in favour of the Purchaser(s) only.

35) DISCLOSURES:

The Purchaser(s) doth hereby represent to the Promoter as follows:

- a) That he/she/they has/have independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
- b) That he/she/they waives his/her/their right to raise any questions or objections to the title of the Society to the said New Building and right of the Promoter to develop the same and sell the said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.
- c) That he/she/they has/have entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well- wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- d) This Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoter and supersedes and cancels:

- (i) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and/or through on any other medium;
- (ii) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than as expressly agreed by the Promoter under this Agreement; and
- (iii) The Purchaser(s) agree/s and acknowledge/s that the sample Flat and all furniture, fixtures, fittings, electronic goods, amenities, accessories, items, etc. provided therein are only the purpose of show casing that Flat and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample shop/office, other than as expressly agreed under this Agreement.

36) DISPUTE RESOLUTION:

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably before RERA conciliation forum, such unsettled dispute shall be referred to the regulatory authority as per the provisions of RERA and the RERA Rules or any other applicable rules and regulation framed thereunder.

37) GOVERNING LAW AND JURISDICTION:

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 shall be under the exclusive jurisdiction of the courts in Mumbai.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE “SAID PROPERTY”)

ALL THAT piece or parcel of land admeasuring about 685 sq. mtrs as per “Deed of Sale” and Indenture of Lease both dated 20.06.2022

executed with MHADA, plus Tit Bit Area of 266.96 sq. mtrs aggregating to 951.96 mtrs as per layout and total plot area admeasuring about 1019.83 sq. mtrs as per physical measurement as per MHADA letter under Ref. No. EE/DE-II/KD/MB/72/2021 dated 24.12.2021 of the Executive Engineer, Kurla Division, Mumbai Board dated 24.12.2021, bearing Sr. No. 14, C.T.S. No.36 (pt) of Village Chembur, Taluka Kurla, within the Registration District of Mumbai Suburban, together with the Building No. 114 standing thereon known as “TILAK NAGAR DHARTI CO-OP. HOUSING SOCEITY LTD” consisting of 2 wings (A and B) each comprising of Ground plus 4 upper floors belonging to the TILAK NAGAR DHARTI CO-OP. HOUSING SOCIETY LTD, and comprising in the aggregate 20 residential flat premises lying, being and situated at Building No. 114, Tilak Nagar, Chembur, Mumbai -400089, being assessed by the Municipal Corporation of Greater Mumbai under ‘M’ Ward, demarcated with **Red colour** boundary lines on the layout Plan annexed as Annexure 9 and bounded as follows:

- On or towards the North : By Existing 9.15 M wide Road and D.P
- On or towards the South : By Building No. 113
- On or towards the East : By Office Building No. 3
- On or towards the West : By Building No. 116

ANNEXURE 1

The facilities / amenities provided in the building and / or provided in the common areas and / or in the layout as per approved plan as the case may be, shall be specifically listed / mentioned in the second schedule at the model form of agreement provided at Annexure “A” under Rule 10 of the Rules in the manner as enumerated hereunder:

THE SECOND SCHEDULE ABOVE REFERRED TO:

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	Fitness Centre	31.12.2027	31.12.2027	98.93 sq.mt.
ii	Society Office	31.12.2027	31.12.2027	17.84 sq.mt.
iii	Podium Landscape - Common	31.12.2027	31.12.2027	0.00 sq.mt.

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

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed date of handling over to the Society / common organization	Size/are of the facilities / amenities (As per approved Plan)	FSI Utilized or free of FSI
i	Entrance Lobby (Gr	NA	31.12.2027	31.12.2027	88.15 sq.mt.	Free of FSI.
ii	Staircase Lift & Lobby Area	NA	31.12.2027	31.12.2027	1215.75 sq.mt.	Free of FSI.
iii	Staircase Lift & Lobby Area	NA	31.12.2027	31.12.2027	0.00 sq.mt.	Free of FSI.

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

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed date of handling over to the	Size/are of the facilities / amenities	FSI Utilized or free of FSI

				Society / common organization		
i	L.O.S/R.G.	NA	31.12.2027	31.12.2027	0.00 sq.mt.	Free of FSI
ii						
iii						

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

	Type of open spaces (RG/PG) to be provided	Phase name / number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i	L.O.S/R.G.	NA	0.00 sq.mt.	31.12.2027	31.12.2017
ii					
iii					

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/stretchers/goods/fire evacuation/any other	Total no of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i	Fire Evacuation	01	08	1.25MPS

ii	Stretcher	00	NA	NA
iii	Passenger/Stretcher	01	10	1.25MPS
iv	Passenger	01	08	1.25MPS
v	Passenger	01	08	1.25MPS
vi	Passenger (for Commercial area)	01	08	1.25MPS

Note:

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

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

At “C”: to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

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

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

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES, CONSIDERATION & PAYMENT TERMS)

PART A	
Description of said Premises	Flat No _____ on the _____ floor in the said New Buildings known as “_____” admeasuring _____ sq.ft. Carpet area as per RERA and in addition thereto the Purchaser/s shall be entitled to enjoy on an exclusive basis _____ sq.ft. appurtenant/utility area (which is attached to the Flat and accessible only from the Shop/Office) and approved in the said presently approved plans as Terrace/ Deck/ Balcony/ Service Area etc. aggregating to _____ sq. ft. and Car Parking Facility for , _____parking in _____Form i.e _____ bearing No(s)___ admeasuring _____ Length x _____ Breadth x _____ vertical clearance height i.e Big/Small car parking space(s) at _____ level (ground /podium)in the New Buildings known as “_____” being constructed on the said Property more particularly described in the Schedule – I hereinabove written.
PART B	
Total Consideration (excluding all applicable taxes and Stamp duty, Registration fees *	Rs. _____/- (Rupees _____ Only)

Total Amount received (excluding all applicable taxes and Stamp duty, Registration fees *)	Rs. _____/- (Rupees _____ Only)
Earnest Money Deposit	Rs. _____/- (Rupees _____ Only)

OTHER CHARGES	
Legal Charges	Rs.50,000/- (Rupees Fifty Thousand only)
Charges payable towards instalment of utilities including electric meter and water connection	To be given as per actual at the time of possession of new Residence
Society Registration charges	Rs.10,000/- (Rupees Ten Thousand only)
Advance deposit for maintenance, management and upkeep of the building, taxes and other outgoing for 18 months (excluding municipal assessment / property tax)	To be given at the rate to be decided by the sole discretion of the Promoter/ Said New Society at the time of Possession
Contribution towards sinking / repair / reserve / surplus / corpus funds for the society	To be given at the rate to be decided by the sole discretion of the Promoter/ Said New Society at the time of Possession

Share money and entrance / membership fees of the society (as may be applicable)	Rs.600/- (Rupees Six Hundred only)
Interest free Security deposit for fit out work (Refundable)	
Development Charges for common Amenities	To be given as per actual at the time of possession of new Residence (upto 3% of Agreement Value)
TOTAL	
*Note: All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the Other Charges mentioned herein do not include any taxes/levies/cess.	

PAYMENT SCHEDULE			
No.	Particulars	%	Amount
1.	On Execution of Agreement for Sale	10	
2.	On Completion of Plinth	30	
3.	On Commencement of 1st habitable floor slab	3	
4.	On Commencement of 2nd habitable floor slab	3	
5.	On Commencement of 3rd habitable floor slab	3	
6.	On Commencement of 4th habitable floor slab	3	
7.	On Commencement of 5th habitable floor slab	3	
8.	On Commencement of 6th habitable floor slab	3	
9.	On Commencement of 7th habitable floor slab	3	
10	On Commencement of 8th habitable floor slab	3	
11	On Commencement of 9th habitable floor slab	3	

12	On Commencement of 10th habitable floor slab	3	
13	On Commencement of 11th habitable floor slab	3	
14	On Commencement of 12th habitable floor slab	3	
15	On Commencement of 13th habitable floor slab	3	
16	On Commencement of 14th habitable floor slab	3	
17	On Commencement of terrace slab	3	
18	On Commencement of external plaster upto the floor level of the new Flat of the building	3	
19	On Commencement of terrace waterproofing of new building and staircase and lift well work upto the floor level of the new shop/office	3	
20	On Commencement of lifts, water pumps, electrical works, compound paving, landscaping, entrance lobby works, amenities equipment in the building	4	
21	On handing over possession/application of Occupation certificate	5	
	TOTAL	100%	
**All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess.			

Name of the Nominee (If any)	
Name	Relationship, Address and contact Details

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

SIGNED SEALED AND DELIVERED)
By the within named “Promoter”)
M/S Bhakti Homes)
by the hand of its Partner)
_____)
In the presence of:)

- 1.
- 2.

SIGNED AND DELIVERED)
by the within named “Purchaser(s)”)
_____)
In the presence of:)

- 1.
- 2.

RECEIPT

RECEIVED WITH THANKS from the withinnamed Purchaser(s) a sum of
Rs. _____/- (**Rupees** _____ **Only**) towards Part

Consideration from and out of the Total Consideration payable by the Purchaser(s) in respect of the said Premises, before execution of this Agreement as per the details below:

Date	UTR No./ Cheque No.	Amount (Rs.)	Bank and Branch
	TOTAL		

We say received,

For M/s Bhakti Homes

Partner