

AGREEMENT FOR SALE

This Agreement for sale (“Agreement”) is made at Mumbai this _____ day of _____, 2017;

Between

Sanghvi Premises Private Limited, a company registered under the provisions of the Companies Act, 1956, having its office at First Floor, Sanjana Mansion, Near Abza Tower, Dr. B.A. Road, Byculla (East), Mumbai – 400 027, hereinafter referred to as the “**Promoter**”(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

And

Mr./Mrs./Ms. _____

having his/her/their address at _____

OR

M/s. _____, a partnership firm registered under the Indian Partnership Act 1932 and carrying on its business at _____

OR

_____, a company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

hereinafter referred to as the “**Purchaser/s**”(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of an individual his/her/their heirs, executors, administrators and permitted assigns, and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF , and in case of a limited company its successors and permitted assigns) of the **Other Part**.

Whereas:

- (i) Ms. Dina Maneckji Modiwas the owner of all those pieces or parcels of land bearing Gut No.140, Hissa No.1 to 9 admeasuring 52,940 square meters equivalent to 63,316 square yards or thereabout, situated, lying and being at Village Parsik, Taluka and District Thane (hereinafter referred to as the “**Entire Property**”);

- (ii) By a Deed of Conveyance dated 20th February, 1974, Ms. Dina Maneckji Modi sold, transferred and conveyed the Entire Property to Vijay Alloys Private Limited, (hereinafter referred to as the “**Owner**”) for the consideration mentioned therein. The said Deed of Conveyance was registered at the Sub-Registrar of Assurances at Thane on 28th February, 1974 under Serial No. 174/74;
- (iii) Out of the said Entire Property the Owner sold, transferred and conveyed:
 - (a) a portion on northern side, admeasuring 11,000 square meters equivalent to 13,156 square yards to Bella Estate Private Limited vide Deed of Conveyance dated 30th March, 1982. The said Deed of Conveyance was registered at the Sub-Registrar of Assurances at Bombay on 30th March, 1982 under Serial No.BOM/R-803/82;
 - (b) another portion on southern side, admeasuring 25,164 square meters equivalent to 30,097 square yards to Mr. Mukund Kashinath Natu and Others, vide Deed of Conveyance dated 10th July, 1997. The said Deed of Conveyance had been registered at the Sub-Registrar of Assurances at Bombay on 10th July, 1997 under Serial No.BBM/2180/97;
- (iv) The Owner continued to be the owner of the remaining portion of the Entire Property. The said remaining portion of the Entire Property admeasuring 16,776 square meters equivalent to 20,064 square yards and is shown in the plan annexed hereto and marked as **Annexure “1”** and is hereinafter referred to as the “**Sanghvi Property**”. An authenticated copy of the 7/12 extract in annexed hereto and marked as **Annexure “2”**;
- (v) By an Agreement dated 20th April, 2006 made between the Owner of the one part and the Promoter of the other part and registered with the Sub-Registrar of Assurances at Thane on 20th April, 2006 under Serial No.TNN2/3054/2006, the Owner granted the development rights in respect of the Sanghvi Property to the Promoter for the consideration and on the terms and conditions therein contained;
- (vi) The Promoter thereafter purchased (1) vide Agreement dated 28/07/2009 registered under serial no. TNN1-04233-2009 TDR admeasuring 880 square meters from Smt. Dhun Sorabji Kharas & Ors; (2) vide Agreement dated 28/09/2010 registered under serial no. TNN1-07693-2010 TDR admeasuring 180 square meters from M/s. Swastik Real Estate Developers; (3) vide Agreement dated 02/12/2011 registered under serial no. TNN1-8293-2011 TDR admeasuring 1,780 square meters from M/s. Shree Krupa Builders; (4) vide Agreement dated 08/01/2013 registered under serial no. TNN1-236-2013 TDR admeasuring 510 square meters from M/s. Jaydeep Enterprises; (5) vide Agreement dated 17/01/2013 registered under serial no. TNN1-508-2013 TDR admeasuring 840 square meters from M/s. Devehha Constructions; (6) vide Agreement dated 17/01/2013 registered under serial no. TNN1-522-2013 TDR admeasuring 257.46 square meters from M/s. Pride Property Developers; (7) vide Agreement dated 17/01/2013 registered under serial no. TNN1-524-2013 TDR admeasuring 805.13 square meters from M/s. Pride Property Developers; (8) vide Agreement dated 31/10/2013 registered under serial no. TNN1-8101-2013 TDR admeasuring 1355.75 square meters from M/s. Marvell Construction & Techniques Pvt. Ltd.; (9) vide Agreement dated 31/10/2013 registered under serial no. TNN1-8098-2013 TDR admeasuring 530 square meters from M/s. Marvell Construction & Techniques Pvt. Ltd.; (10) vide Agreement dated 22/09/2014 registered under serial no. TNN1-7934-2014 TDR admeasuring 2175.50 square meters from M/s. Theme Infra Project Pvt. Ltd. out of which utilised 1069.46; altogether aggregating TDR admeasuring 8207.80 square meters; hereinafter collectively referred to as the “**said TDR**”, TDR purchased on payment to the Thane Municipal Corporation (“**TMC**”) 2626.76 square meters.

- (vii) The Thane Municipal Corporation (“TMC”) has in accordance of the aforesaid further sanctioned the plans vide permit no. V.P. No.2004/47-B/TMC/T.D.D.12 dated 16/04/2014 for construction of the building(s) on the Sanghvi Property. The TMC has issued Commencement Certificate. Thereafter, further Commencement Certificate has been issued by the TMC vide permit no. V.P.No. 2004/47-B(S08/0045/15) TMC/TDD/1448/ 15 dated 07/07/2015 & vide permit no. V.P. No.2004/47-B (S08/0045/15) TMC/TDD/1679/16 dated 06/02/2016. An authenticate copy of Development Plan / Commencement Certificate is annexed hereto and marked as **Annexure “3”**.
- (viii) In theses circumstances, the Promoter has proposed to develop the Sanghvi Property and construct buildings thereon, in a phase wise and/or project wise, manner.
- (ix) The Promoter is in the process of acquiring several other properties and/or development rights in respect thereof, adjoining to the Sanghvi Property. The other properties are hereinafter referred to as the “**Other Property**”. The Promoter shall / may after acquiring the Other Properties and/or development rights in respect thereof amalgamate the same and the Sanghvi Property and/or Other properties, with each other.
- (x) Unless referred to individually, the Sanghvi Property and the Other Properties are hereinafter collectively referred to as the “**Larger Property**”.
- (xi) While sanctioning the said plans the authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters and upon due observance and performance of which only the Completion Certificate or Occupancy Certificate in respect of the said Project shall be granted by the concerned authority.
- (xii) The Promoter is constructing building/s on a portion of the Sanghvi Property. The said building consist of four wings being “Wing A1”, “Wing A2”, “Wing A3” and “Wing A4”.
- (xiii) The Promoter has constructed ‘Wing A3’ and ‘Wing A4’ on a portion of the Sanghvi Property. The said portion of the Sanghvi Property on which Wing A3 and A4 are constructed is shown in _____ hatched lines on the palm annexed hereto and marked as **Annexure “1”** and Occupation Certificate dated _____ has been received thereof.
- (xiv) The Promoter has also constructed Wings C1, C2, D1, D2, D3, E1 and E2 on other portions of the Sanghvi Property.
- (xv) The Promoter is constructing ‘Wing A1’ and ‘Wing A2’ on another portion of the Sanghvi Property. The said another portion of the Sanghvi Property on which Wing A1 and A2 are being constructed is shown in _____ hatched lines on the palm annexed hereto and marked as **Annexure “1”** and is more particularly described in the First Schedule hereunder written and is hereinafter referred to as the “**said Property**”;
- (xvi) The Promoter has proposed to construct ‘Wing A5’ on another portion of the Sanghvi Property. The development and costrection of Wing A5 is hereinafter referred as “**Project 2**”.
- (xvii) The Promoter has proposed to develop the Other Properties and Sanghvi Property in several phases / project and in such manner as the Promoter may deem fit.
- (xviii) ‘Wing A1’ is of ground Floor + stilt + 16 (part) upper floors and is consisting of shops/ office premises on ground floor and 1st floor and residential premises on the remaining above floors consists. ‘Wing A2’ is of is of ground Floor + stilt + 16 (part) upper floorsconsisting of residential premises. Wing A1 and Wing A2 are hereinafter referred to as the “**Project 1**”.

- (xix) The Promoter is constructing the residential premises and office premises in 'Wing A1' and 'Wing A2' of the project known as "**Sanghvi Valley**" being Project 1 as a phase of a real estate project and as such is a separate project as provided under Section 3 of The Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with The Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**"). The Promoter has registered the Project 1 as required under RERA.
- (xx) The principal and material aspects of the development of the Larger Property as disclosed by the Promoter are briefly stated below:
- (i) The Larger Property would constitute a mixture of users as may be permissible under applicable law from time to time;
 - (ii) Presently, the Promoter is constructing building/s on a portion of the Sanghvi Property. The building consist of four wings being "Wing A1", "Wing A2", "Wing A3" and "Wing A4". The Promoter proposes to construct Wing A5;
 - (iii) As on date, the total FSI of _____ square meter has been sanctioned. The Promoter proposes to consume a further FSI of _____ square meters. Thus aggregating to total FSI of _____ square meters.
 - (iv) FSI of [●] square meter is proposed to be consumed on the said Larger Land as per Development Plan of 1991 and 2034/Development Control Regulation for Greater Mumbai of 1991 and 2034;
 - (v) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the land forming part of the said Larger Property including the Sanghvi Property to the concerned authorities or develop the same as the public amenity. The Promoter shall determine and identify the portion and location of such land to be handed over for complying with the terms and conditions of statutory approvals.
- (xxi) The principal and material aspects of the development of the said Property (i.e. Project 1) as disclosed by the Promoter are briefly stated below-
- (i) Project 1 comprising of two wings being Wing A1 and A2, consisting of residential premises, shops and also office premises. The said building shall have _____, _____, _____, _____ and _____ floors;
 - (ii) as on date _____ has sanctioned _____ and _____ (____) level of _____, _____/stilt and _____ (____) floors.
 - (iii) Total FSI of [____] sq. mtrs has been sanctioned for consumption in the construction and development of the Project 1.
 - (iv) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Larger Land including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- (xxii) The Promoter has entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the _____ to be constructed on the _____ and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Promoter

- (xxiii) The Purchaser/s is/are aware that layout of the Sanghvi Property / Larger Property including the right of way, prepared by the Promoter is a tentative layout, showing *inter-alia* the different portions presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or other statutory authorities. The Promoter reserve their right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoter may from time to time determine/ or as may be required), without the consent of the Purchaser/s.
- (xxiv) The authenticated copy of Title Certificate dated 29/07/2017 issued by K. S. V. Rao, Advocate, High Court, Bombay in respect of the said property is annexed hereto and marked as **Annexure “4”**;
- (xxv) On 11th July 2016 the Promoter and JM Financial Credit Solutions Limited have entered into a Term Loan Agreement. Pursuant to the said Term Loan Agreement, Promoter have inter-alia mortgaged the saleable portion being part of the said property and building and sale component being constructed on the said portion of the said property in favour of JM Financial Credit Solutions Limited as a security for repayment of the amounts payable to JM Financial Credit Solutions Limited. In this regard, a Indenture of Mortgage dated 11th July 2016 is executed between the Promoter and JM Financial Credit Solutions Limited and registered with the Sub-Registrar of Assurances Thane vide Serial No. 8538/2016 dated 11.07.2016.
- (xxvi) The Purchaser/s has demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said Property including all the documents and deeds mentioned in the recital hereinabove and also the plans, designs and specifications prepared by the Promoter’s Architects, the Certificate of title, revenue records and all other documents as specified under the RERA and the rules made thereunder, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Promoters’ right to allot various flats/premises in the Building to be constructed on the said Property and has/have agreed not to raise any requisitions on or objections to the same.
- (xxvii) The purchaser/s after having investigated and after being fully satisfied with the title of Promoter of the said Property, has/have approached the Promoter and requested them to allot him/her/them a flat/shop/unit bearing No. _____, admeasuring _____ square meters carpet area on the _____ floor in said wing _____ of the said project known as ‘**Sanghvi Valley**’, which Flat is shown in _____ colour hatched lines, which is being constructed on the said Property (hereinafter referred to as the “**said Premises**” or “**said Flat**”) at the price of Rs. _____/- (Rupees _____ only). The Promoter acceded to the aforesaid request of the Purchaser/s and agreed to allot the said Flat to the Purchaser, at the price of Rs. _____/- (Rupees _____ only) on the terms and conditions hereinafter appearing; The said Premises is shown on the floor plan hereto annexed marked as **Annexure “5”**.
- (xxviii) The Purchaser/s is/are aware that layout of the said Property/ Larger Property is a tentative layout, showing *inter-alia* the different portions presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or other statutory authorities. The Promoter reserves its right to alter the layout design, elevation etc. /make variations in the entire layout or any part thereof (with such modifications thereto as the Promoter may from time to time determine or may be required) and the Purchaser/s has/have no objection to the Promoter making such amendments or substitutions as aforesaid and accords his/her/their consents to the same.

(xxix) Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser/s and the Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908;

(xxx) Authenticated Copies of the following documents are annexed to this Agreement:

Annexure “1”	Copy of the floor plan of the Sanghvi Property;
Annexure “2”	Authenticate copy of the 7/12 Extracts;
Annexure “3”	Authenticate copy of the Development Permission / Commencement Certificate;
Annexure “4”	Authenticate copy of the Title Certificate;
Annexure “5”	Copy of the Floor Plan.

(xxxi) Relying upon the declaration of the Purchaser/s and subject to the Purchaser/s performing all his/her/their obligations, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

Now This Agreement Witnesseth And It Is Hereby Agreed By and Between The Parties Hereto As Under:

1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct the project known as Sanghvi Valley on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, Thane Municipal Corporation (“TMC”) and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/ or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged and so long as such variation and/or modification does not adversely affect the said Flat, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to allot to the Purchaser/s the said Flat being Flat No. _____ on the _____ floor admeasuring _____ square meters carpet area in the wing _____ of the said project known as “Sanghvi Valley”, and as shown in _____ colour hatched lines on the typical floor plan annexed and marked as Annexure “6” at and for the lump sum price of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the “Sale Price”) payable by the Purchaser/s to the Promoter in the manner set out herein.

4. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _____/- (Rupees _____ only) to the Promoter as follows:
- (i) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes being the earnest money on or prior execution hereof.
 - (ii) Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, on the execution of this Agreement.
 - (iii) Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
 - (iv) Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
 - (v) Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
 - (vi) Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
 - (vii) Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
 - (viii) Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Flat is located.
 - (ix) Balance Amount of Rs. _____/- (_____) plus all taxes including VAT, Service Tax, GST, Cess and/or any and all other taxes, against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.
5. The Purchaser/s agrees, acknowledges and confirms that since the Purchaser/s agreed to pay the Sale Price in the manner set out hereinabove, the Promoter has agreed to allot the said Flat at the Sale Price of Rs. _____.

6. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to 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 excess money paid by Purchaser within forty-five days without interest such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.
7. The Promoter hereby declare that the Floor Space Index available as on date in respect of the Project 1 is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR and FSI available on payment of premiums and/or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project 1. The Promoter hereby also declare that total Floor Space Index in respect of the Larger Property is and shall be _____ square meters. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Property and also on the Larger Property and the Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
8. Time for payment of each installment is the essence of the contract.
9. The Sale Price is exclusive of any sums, amounts and taxes including service tax, VAT, GST (Goods and Service Tax) and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Flat and all such amounts shall be entirely borne and paid by the Purchaser/s.
10. The Purchaser/s shall make all payments of the Sale price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of – “Sanghvi Premises Private Limited Escrow _____ Account”. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Premises/said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of – “Sanghvi Premises Private Limited Escrow _____ Account”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said premises and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price. Seventy percent of the amounts deposited/transferred to Sanghvi Premises Private Limited Escrow _____ Account, from time to time shall be deposited in a separate account to be maintained under section 4(2)(1)(D) of RERA.
11. The Sale Price is exclusive of all taxes, levies, duties, cess, etc. All taxes, levies, duties, cesses including service tax, VAT, GST (Goods and Services tax) (whether applicable / payable now or become applicable / payable in future) on any amount payable under this Agreement and/or the transaction contemplated herein shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof.

12. The Purchaser/s shall pay to the Promoter escalation / increases in the Sale price if such escalation / increase is on account of development charges, payable to the authority and/or any other increase in charges, which may be levied or imposed by any authority from time to time.
13. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, along with the Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoter to send intimation requiring such payment shall not be a plea, or an excuse by the Purchaser/s for non-payment of any amount or amounts.
14. The Purchaser/s are aware that as per present statute, GST is levied/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake/s to pay the amount of the Service Tax along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder, if such payment is not accompanied with the applicable Service Tax. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.
15. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/ authority. The Purchaser/s after making payment of each instalments and Service Tax, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest as per the RERA per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.
16. The Promoter has agreed to permit the Purchaser/s, the right to exclusive use of _____ **car parking space/s** in stilt/podium (hereinafter referred to as the "**Parking Spaces**"), free of cost and without any consideration to be paid under this Agreement is only for the carpet area of the said Flat.
17. In the event, the Purchaser/s desire/s to cancel the allotment of said Premises, then 10% of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. It is further agreed that in

such circumstances, the Purchaser/s shall also have to bear all loss/ damages/ claims (whether actual or not and whether incurred or anticipated to be incurred), if any, incurred/ suffered and/ or to be incurred/ suffered by the Promoter and also the difference of the amount in the rate at which the Purchaser/s booked the said Premises and the Promoter on going rate at the time of the cancellation. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Premises is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have exprd his/her/their desire to cancel the allotment of the said Premises. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s only after the said Premises is sold to new prospective purchaser/s and the Promoter have received entire sale price of the said Premises from such prospective purchaser/s.

18. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
19.
 - A. The Purchaser/s is/are aware that the said Parking Spaces is 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 Parking Spaces by the Promoter and/or the organizations to be formed by all the purchasers of flats in the project known as "Sanghvi Valley" and other buildings and/or apex body of such organizations and shall pay such outgoings in respect of the said Parking Spaces as may be levied by such organizations/apex body to be formed by them;
 - B. The Purchaser/s herein agree/s and confirm/s that Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces;
 - C. The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Spaces allotted to the Purchaser/s herein.
20. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):
 - (i) If the Purchaser's commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
 - (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
 - (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and
 - (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
21. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give 15 days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 days after the said Flat has been sold to new purchaser/s and all amounts including the entire consideration in respect thereof has been received by the Promoter from the new purchaser/s. It is further clarified that any profit arising from such sale of the said Flat to the new purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. On receipt of such letter/no dues certificate from the financial institution, banks, etc., the Purchaser/s shall be entitled to the refund of the amount (if any). In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Premises. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the instalments of the Sale Price irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are under process and sanction is awaited and/or is rejected..
22. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then

the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.

23. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by The Promoter, in the said Flat and/or any other flat and/or in the Project 1. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.
24. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
25. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units/shops, car parking, portion or portions of the project known as "Sanghvi Valley", etc. including recreation ground, internal roads, recreational facilities such as gardens, club-house, etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off the said Property and/or the project known as "Sanghvi Valley" and/or all other unsold flats/units/shops and car parks and portion or portions of the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as gardens as provided in plan, club-house, table tennis and/or squash court/s, etc. in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various Flats in the project known as "Sanghvi Valley" along with the Users/Occupiers of other Flats/developments on the said Property and the Larger property.
26. With regards to the common areas described in the **Second Schedule** hereunder written, it is agreed that:
 - i) The Promoter shall be the owner and will have all the rights, title, interest in respect of the common areas.
 - ii) the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas.

- iii) the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.
27. The Promoter shall at his sole discretion and at the cost and expenses of the purchaser/s of the flats in the Building, form and register separate co-operative society/s under the Maharashtra Co-operative Societies Act 1960 to be known by such name as the Promoter may decide (such co-operative society/s or condominiums or Limited company comprising of holders of Flat shall hereinafter be referred to as the “**said Organizations**”) within a period of three (3) months of the majority of the purchasers having purchased their flats in the project known as “Sanghvi Valley”.
28. The Purchaser/s shall join in forming and registering the organization of the Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said organization and for becoming a member, including the bye-laws of the said organization and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchaser/s of the respective towers of the Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.
29. The Purchaser/s shall pay to the Promoter/Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat. The Purchaser/s along with the other purchasers/allottees will not require the Promoter to contribute a proportionate share of the maintenance charges, outgoings, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Flat and other Flat which are not sold or disposed off by the Promoter even after the said Property has been leased or conveyed in favour of the said Organization. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold Flat and other Flat, shall be borne and paid by the purchasers of the flats including the Purchaser herein from the date the Purchaser is intimated to occupy the said Flat.
30. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters propose to form an Apex Body of all the Organizations as per RERA. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 2013 or any other organisation as per the sole discretion of the Promoter.
31. The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Organization formed for the purpose of the project known as “Sanghvi Valley” in which the said Flat is agreed to be allotted for enabling such Organization to pay its contribution to the Apex Body for the aforesaid purpose.
32. The maintenance charges mentioned in clause 57 below shall be used by the Promoter for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security, etc. In case it is so required, the maintenance charges mentioned in clause 57 below may also be used by Promoter at their discretion for any other purpose. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their Organization as may be determined by his/her/their Organization to be paid to the Organization as aforesaid.

33. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/units/shops, car parking spaces, portion or portions of the said Building, etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may, if it so desires, become a member of the Organizations in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organizations shall object to or dispute the same. On the Promoter intimating to the Organizations, the name or names of the Purchaser/s or acquirer/s of such unsold flats, shops, premises, etc., the Organizations shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Purchaser/s towards development charges, legal charges, etc. as mentioned in Clauses 56 and 57. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided, however, in the event that the Promoter occupies or permits occupation of any flat, such occupant/s or the Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/consent of the Organization/ Apex Body.
34. It is however agreed that the Promoter shall have complete discretion and/or option either to execute Deed of Lease or Deed of Conveyance of the said 'Wing A1' and 'Wing A2' known as Sanghvi Valley (excluding basement, podium and shops on the ground floor) in favour of the Organization. Further, the Promoter shall execute such Deed of Lease or Deed of Conveyance of the said 'Wing A1' and 'Wing A2' known as Sanghvi Valley (excluding basement, podium and shops on the ground floor) within a period of three months from the date of issue of the full building completion certificate / full occupation certificate of the said 'Wing A1' and 'Wing A2' known as Sanghvi Valley.
35. Further execution of such Deed of Lease or Deed of Conveyance shall be subject to the Promoters right and entitlement to:
- (i) utilize, consume, load, exploit etc. entire FSI, potential, yield of the said entire Larger Property, TDR, Fungible FSI, free FSI, compensatory FSI, premium FSI and all FSI's, benefits, etc.;
 - (ii) complete the construction of the building being 'Wing A1' and 'Wing A2' on a portion of the Sanghvi Property;
 - (iii) sell all the premises, etc. and receive all the amounts from the purchaser/s including the Sale Price from the purchaser/s hereof; and
 - (iv) complete the development of the entire said Larger Property and construction of the buildings thereon.
36. It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the said Property, the Promoter shall at its discretion be entitled to form such number of Societies/ Condominiums/ Companies and/ or its respective independent association/ committee.

37. The Purchaser/s shall at no time demand partition of the project known as “Sanghvi Valley” and/or said Property, and/or the Sanghvi Property and/or the Larger Property and/or the Project 1 etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
38. In the event of the Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of purchaser/s, Wing-wise or Phase wise, as the Promoter may in his sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company and shall not take charge or demand administration of the project known as “Sanghvi Valley”, till the said Building is duly completed by the Promoter and till entire F.S.I. including T.D.R. consumption benefits available in respect of the said Property, Sanghvi Property, Larger Property, is duly utilized by the Promoter and all the Purchaser/s of premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the flats with the Promoter as contained herein without any delay or default. The Purchaser/s further confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to overall paramount rights of control and management by the Promoter alone.
39. All costs, charges and expenses incurred in connection with the formation of the said Organizations as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organizations as aforesaid and/or proportionately by all the holders of the flats, etc., in the project known as “Sanghvi Valley”. The Promoter shall not be liable to contribute anything towards such expenses.
40. It is agreed that one month prior to the execution of agreements/documents in favour of the said Organization, the Purchaser/s shall pay to the Promoter, the Purchaser’s share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of Lease or conveyance in respect of the said Building and the said Property in favour of Organization/Apex Body. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
41. The Promoter shall sell the flats/garages/open spaces/terrace etc. and all other premises intended to be constructed on the said Property with a view ultimately that the Purchaser/s of all the flats/garages/open spaces in the project known as “Sanghvi Valley” shall be admitted to the said organisation. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces, etc. separately and independently and the Purchaser/s/allottees of all the flats, garages, car parking, open space in project known as “Sanghvi Valley” shall be admitted to the Organizations.
42. The Purchaser/s and the person to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said organisation may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other Purchaser/s in the said Property.

43.

- a) It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall be entitled at any time to amend the layout and/or to construct additional Building/ structures on the said Property and/or additional floors on project known as "Sanghvi Valley" being constructed on the said Property, even after completion of project known as "Sanghvi Valley" and/or even after execution of Deed of Conveyance or Deed of lease in respect of the project known as "Sanghvi Valley" and the said Property in favour of the Organization. All such additions, alterations, additional floors and/or additional wings, Building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of T.D.R. and/or any other rights, benefits including floating rights which may be available in respect of the said Property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilize and consume such T.D.R., F.S.I. or any other potential, other rights, benefits including floating rights, etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser/s shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable and unfettered right of the Promoter to amend the layout and construct and sell/allot the project known as "Sanghvi Valley"/structures on the said Property and/or additional floors on the project known as "Sanghvi Valley" being constructed on the said Property in the manner by the Promoter deems fit without any further or other consent or concurrence in future
- b) It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner, as the Promoter may desire. The Promoter is retaining unto himself full rights for the purpose of providing ingress or egress to the Purchaser/s from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- c) It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by TMC in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoter may desire. It is further agreed that the Promoter in his absolute discretion shall be entitled to locate or provide in the project known as "Sanghvi Valley" on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Organizations at the discretion/option of the Promoter time to time.
- d) The Purchaser/s hereby expressly consents to the Promoter re-design the project known as "Sanghvi Valley" or increase in number of floors, adding more Building or Building or the recreation area or realigning any internal road, common area, club house, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the

project known as “Sanghvi Valley” in which the Purchaser/s has/have agreed to acquire the premises is completed earlier than other Building structures, then the Purchaser/s confirms that the Promoter will be entitled to utilize any F.S.I., T.D.R. and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the Purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such said Organizations as the case may be and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

- e) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said Property and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any F.S.I. exceeding the F.S.I. used or any F.S.I. available now or in future and consumed in the said Building and that the Purchaser/s and/or the said Organization shall not be entitled to put up any further or additional construction on the Building exceeding the F.S.I. consumed therein at the time of lease or conveyance to be executed in favour of Organization/ Apex Body or for any reason whatsoever.
44. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoters shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property on the Sanghvi Property and/or on the Larger Property or any part thereof and vice versa.
45. The name of the said “Wing A1” and “Wing A2” and name of project shall always be known as “**Sanghvi Valley**” and this name shall not be changed without the written permission of the Promoter.
46. It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the Third Schedule hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat. All the common amenities shall be used and enjoyed by all the flat purchasers and all flat occupants of all the building and/or wings constructed and/or to be constructed on the Larger Property and the Sanghvi Property including Wings A1, A2, A3, A4, C1, C2, D1, D2, D3, E1, E2 and A5.
47. It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement plaster only. The Purchaser/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the project known as “Sanghvi Valley” /said Property.

48. Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Purchaser/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by _____ (“**Possession Date**”). If the Promoter fails to hand over the said Flat to the Purchaser/s on or before the Possession Date, and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project 1, the Promoter shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.
49. If the Purchaser/s intend to cancel this Agreement or withdraw from the Project 1, then on cancellation of this Agreement by the Purchaser/s:
- a. The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;
 - b. The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
 - c. The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.
50. For the purpose of this Agreement, the “Other Circumstances” shall include but not limited to:
- a. Non-availability of steel, cement, other building material, water or electric supply;
 - b. War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
 - d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - e. Economic downturn;

- f. Any other act or event which is beyond the Promoter's reasonable control including the Promoter's precarious financial condition and/or economic downswing in real estate or any other industry; and
- g. Any other circumstances or conditions or other causes beyond the Promoter's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Promoter's workers or labourers or the workers or labourers of the contractor or suppliers.
51. The Purchaser/shereby agree and confirm that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/sto the Promoter and/or collected by the Promoter from the Purchaser/s.
52. The Purchaser/s shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter's prior written consent.
53. The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses 56 and 57 below. The Purchaser/s shall occupy the said Flat within 7 days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and/or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.
54. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate outgoings in respect of the said Property or part thereof (as the case may be) and the project known as "Sanghvi Valley" namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the project known as "Sanghvi Valley". Until the said Purchaser/s are admitted as members of the Organizations, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined.
55. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's/s' own vehicle.
56. The Purchaser/s shall, simultaneously with the Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 4 above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoters are entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

Sr.	Particulars	Amount (Rs.)
i)	Formation and registration of the said organisation;	
ii)	Infrastructure Cost;	
iii)	Club House Charges (one time);	
iv)	Municipal Development Charges;	
v)	Transformer / Electric Meter Charges;	
vi)	Legal Charges (Agreement);	
vii)	Solar / Power Back-up;	
viii)	Water Connection Charges	
	Total :	

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

Sr.	Particulars	Amount (Rs.)
i)	Share Money;	
ii)	Proportionate share of outgoings for the premises / Maintenance Charges	
iii)	Proportionate share of municipal taxes for the premises (as applicable at the time of possession); - Approx. Amt.	
	Total	

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

58. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in clause 56 and 57 and/or other items, the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Developer. The said amount shall not carry any interest.
59. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents including on this Agreement and on transfer of the said Flat . Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
60. If within a period of five years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects on account of workmanship, quality or provision of service, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the other flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.

61. Till the date of getting water supply or sufficient water supply from the Concerned Authority, the Flat/ Shop/Row House Purchaser/s in the building, shall be provided tanker water and the payment of the said tanker water charges shall be made from the maintenance charges collected / received by the Promoter. The Promoter shall not be held responsible in any manner for the same. Further the Promoter shall not be held responsible to carry out any work, i.e. maintenance of the building, payment of taxes, providing of extra water connection etc., after the Society is formed. The Purchasers shall also be liable to pay all development taxes / or any other tax payable and / or levied by the Government and/or Statutory Body / Municipal Corporation for the development of the said Property and the same shall be apportioned between all the flat/shop purchasers in the said Property.
62. It is agreed, confirmed and covenanted by and between the Parties hereto that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the project known as "Sanghvi Valley" and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with the said Other Properties and/or any part of the said Larger Property any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they insist for sub-division of the said Property or be entitled to any FSI exceeding the FSI used and consumed in the project known as "Sanghvi Valley" and that the Purchaser/s and/or the said organisation shall not be entitled to put up any further or additional construction on the project known as "Sanghvi Valley" exceeding the FSI consumed therein at the time of lease/conveyance to be executed in their favour for any reason whatsoever.
63. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser/s shall not change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and shall not cover or construct any thing on the open spaces and/or parking spaces and/or refuge areas.
64. The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, even after said Property is leased/conveyed in favour of the said organisation, is executed, hereby covenant/s with the Promoter as follows:
- A.
- a) Not to do or suffer to be done anything in or to the project known as "Sanghvi Valley", said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
 - b) Not to store anything in the refuge area nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by

the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated and in case any damage caused to the building in which the said premises is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- c) Not to change the user/use of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the project known as "Sanghvi Valley" in which the said premises is situated.
- e) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the building in which the said premises is situated and not cover/enclose the planters and service ducts or any of the projections from the said Premises within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do/cause to do any hammering for whatsoever use on the external/dead walls of the project known as "Sanghvi Valley" or do any act to affect the F.S.I. potential of the said Property..
- f) Not to affix any fixtures or grills on the exterior of the project known as "Sanghvi Valley" for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property, Sanghvi Property, Larger Property and the project known as "Sanghvi Valley" or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- g) Not to delay/default in payment of the amounts to be paid to the Promoter in addition to the amounts to be collected in Clause 56 and 57 above and pay within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, TMC for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the project known as "Sanghvi Valley".

- h) Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- i) Not to transfer or assign the Purchaser's/s' right, interest or benefit under this Agreement and/or let, sublet, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
- j) Shall not violate and shall abide by all rules and regulations framed by the Promoter/ his designated Project Manager or by the said Organization/Apex Body, for the purpose of maintenance and up-keep of the project known as "Sanghvi Valley" and in connection with any interior/civil works that the Purchaser/s may carry out in the said Flat.
- k) Shall not violate and shall observe and perform all the rules and regulations which the said Organizations may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the project known as "Sanghvi Valley" and the premises therein 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 said Organizations regarding the occupation and use of the said Flat in the project known as "Sanghvi Valley" and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the project known as "Sanghvi Valley" which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the project known as "Sanghvi Valley" and the Purchaser/s shall not hold the Promoter so liable;
- m) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the project known as "Sanghvi Valley".
- n) Shall never in any manner enclose areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

- o) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and/or occupy the common area of the Building such as passage, lobby, staircase and/or any part of the said Property.
- B. In addition to the aforesaid conditions, the Purchaser/s furtherbinds himself/herself/themselves in respect of the said Flat and covenants as under:
- (i) Shall not at any time cause or permit any public or private nuisance in or upon the said premises, the project known as “Sanghvi Valley” or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
 - (ii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any waste including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the project known as “Sanghvi Valley” nor litter or permit any littering in the common areas in or around the said Flat and/or the project known as “Sanghvi Valley” and at the Purchaser’s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the project known as “Sanghvi Valley” to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
 - (iii) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the project known as “Sanghvi Valley” or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the project known as “Sanghvi Valley”. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the project known as “Sanghvi Valley”.
 - (iv) Shall not display at any place in the the project known as “Sanghvi Valley” any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the project known as “Sanghvi Valley” or common area therein or in any other place in the said Property or on the window, doors and corridors of the project known as “Sanghvi Valley”. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the project known as “Sanghvi Valley” or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
 - (v) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;

- (vi) Shall cause the Organization/Apex Body to paint the project known as “Sanghvi Valley” at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organization/Apex Body.
65. The Promoter shall have irrevocable, unconditional and unfettered rights and be entitled to and the Purchaser/s shall permit the Promoter and his surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.
66. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and his surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the project known as “Sanghvi Valley” and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the project known as “Sanghvi Valley” in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges, etc.
67. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the Building is conveyed to the Society/Limited Company or other body and until the said Property is conveyed to the Apex Body /Federation as hereinbefore mentioned.
68. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the project known as “Sanghvi Valley” including on the terrace and on the parapet wall on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the project known as “Sanghvi Valley” or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.
69. The Purchaser/s shall not without the prior written consent of the Promoter, sell, transfer, mortgage, create charge, etc. or otherwise deal with or dispose off the said Flat or any part thereof. Such consent/refusal shall be at the sole discretion of the Promoter.

70. The Purchaser/s hereby grant/s his/her/their Irrevocable consent to the Promoter mortgaging the said Property, Sanghvi Property, Larger Property along with the project known as "Sanghvi Valley" being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property/ Sanghvi Property, Larger Property. The Promoter shall clear the mortgage debt in all respects before the execution of the conveyance or lease of the said Property in favour of the Organization in the manner provided in this Agreement.
71. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the project known as "Sanghvi Valley" on the said Property being not ready for use and in the event of the Promoter offering occupation of the said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance Building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance Building or Building, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or Building or Building on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.
72. The Promoters shall complete the Project 1 by _____ ("**the Project Completion Date**") provided always that the Promoters shall be entitled to further extension of time for completion of the Project 1, if the completion of said Project 1 is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoters. The "Other Circumstances" for the purpose of this Agreement, shall include but not be limited to:
- a) Non-availability of steel, cement, other building material, water or electric supply;
 - b) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - c) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
 - d) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - e) Economic downturn;
 - f) Any other act or event which is beyond the reasonable control of the Promoters including precarious financial condition of the Promoters and/or economic downswing in real estate or any other industry; and
 - g) Any circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Promoters or the Contractor or suppliers.
73. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said

Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

74. The Purchaser/s hereby nominates _____ having his/ her/ their address at _____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat (**“the said Nominee”**). On the death and/or incapability 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 (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/ Promoter as may be necessary and required by the Promoter.
75. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
76. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
77. Notwithstanding what is stated hereinabove, the Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said organisation for the sale or transfer of the unsold premises in the project known as “Sanghvi Valley” or the said Property even after the lease /conveyance with respect to the said Property is executed in favour of the said organisation.
78. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the project known as “Sanghvi Valley” on the said Property being not ready for occupation and in the event of the Promoter offering license to enter upon the said Flat to the Purchaser/s or handing over occupation of the said Flat earlier than completion of the project known as “Sanghvi Valley” on the said Property then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection by the Purchaser/s. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or part or parts thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be

entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property/said Plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consents to the same.

79. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.
80. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
81. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned.
82. A notice shall be deemed to have been served as follows:
- a) if personally delivered, at the time of delivery;
 - b) if sent by courier, Registered (Post) A.D. at the time of delivery thereof to the person receiving the same;
83. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
- (a) Promoter's PAN : **AAACL0598D**
 - (b) Flat Purchaser/s's PAN : _____
84. This Agreement sets forth the entire Agreement and understandings between the Purchaser and the Promoter as to the subject matter of this Agreement and supersedes, cancels and merges all agreements, negotiations, commitments, writings and discussions between them as to the subject matter prior to the date of execution of this Agreement; and the Promoter shall not be bound by any conditions, definitions, warranties or representations with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date of execution hereof, unless the same is in writing and signed by a proper and duly authorized officer of the Promoter.
85. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
86. The Purchaser hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All those pieces and parcels of non-agricultural lands or grounds situate, lying and being at the Village Parsik, Taluka and District Thane in the Registration and Sub-District of Thane in the State of Maharashtra and bearing Gut No. 140, Hissa No. 1 to 9, admeasuring 16,776 square meters equivalent to 20,064 square yards or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO:

- (a) Staircase.
- (b) Staircase landing.
- (c) Entrance Hall.
- (d) Lift.

THE THIRD SCHEDULE ABOVE REFERRED TO:

List of Amenities:

1. Solid R.C.C Buildings with efficient foundation processed to provide strong permanent foundation;
2. 2 x 2 ceramic flooring in entire flat;
3. Granite kitchen platform with steel sink & 4' height glazed tiles above kitchen platform;
4. Powder coated aluminium sliding windows with black glasses & marble frame;
5. flooring & full height designer glazed tiles in bath & W.C.;
6. Powder coated aluminium louvered ventilators in W.C. & bath;
7. Centralised concealed copper wiring & M.C.B. With sufficient electrical points;
8. Quality Concealed plumbing with quality sanitary fittings;
9. Telephone & TV point in Living Room & Bedroom;
10. Powder coated backlite sheet door with marble frame in W.C. & bath;
11. Distemper paint in entire flat;
12. Weather resistant paint for external surface;
13. Decorative main door with pure brass fittings;
14. Loft over bathroom and 1'-6' in kitchen;
15. Reputed lifts in buildings;
16. Landscaped garden with playing equipment for children;
17. Decorative entrance for each wing.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED, SEALED AND DELIVERED)
by the within named “**Promoter**”)
Sanghvi Premises Private Limited) *For Sanghvi Premises Private Limited*
through its director)
)
Mr./Mrs. _____)
) *Director*
In the presence of.....)

SIGNED AND DELIVERED)
by the within named “**Purchaser/s**”)
)
Mr./Mrs. _____)
)
_____)
_____)
_____)
In the presence of.....)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Purchaser, the sum of Rs. _____ /- (Rupees _____ only) towards instalments as stated in clause hereinabove, paid by them to us in cash / by cheque No. _____ dated _____ drawn on _____ as within named.

We Say Received,
For Sanghvi Premises Private Limited

Director.