

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____, 2021 **BETWEEN PRIME GROUP LLP**, a Limited Liability Partnership Firm, (Registration No. AAE-5965), having its registered office at Level 2, Vini Elegance, Above Tanishq Jewellers, L. T. Road, Borivali (West), Mumbai-400092, acting through its Designated Partner and authorized signatory Shri. Nitin Vasudev Bhandarkar, hereinafter referred to as **"the Developer"** (which expression shall, unless repugnant to the context or meaning thereof, include his legal heirs, executors, successors and permitted assigns) of the FIRST PART; **AND (1) Shri.** _____, and **(2) Shri.** _____ both, adult, Indian Inhabitant(s), having their/his/her address at _____, hereinafter collectively referred to as **"the**

Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their/his/her respective legal heir/s, executor/s, administrator/s and permitted assign/s) of the **OTHER PART:**

The Developer, the Allottee/s and the Confirming Party are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS

A. One 'Mankarnika Co-operative Housing Society Limited', hereinafter referred to as 'the Society' is the owner of and as such seized and possessed of or otherwise well and sufficiently entitled to piece and parcel of land bearing Survey No. 278 and 279, Hissa No. 8, corresponding CTS No. 752/B admeasuring about 811.8 square metres or thereabout in the Revenue Village Dahisar, Taluka Borivali, Mumbai Suburban District (the said plot) together with the building standing thereon and known as 'Mankarnika Co-operative Housing Society Limited' consisting of ground plus 3 upper floors, without any lift facility with 16 residential flats constructed on the said plot of land, in accordance with the necessary approvals/sanctions granted by the MCGM and other concerned Authorities, the said plot of land together with the said building hereinafter referred to as 'the said property' for

sake of brevity and more particularly described in the First Schedule hereunder written;

- B. The Society proposed to redevelop the said property of the Society by demolition of the existing dilapidated building and reconstruction of the building of the Society, however the Society was and is unable to develop the said land by constructing building and/or buildings, on account of paucity of funds and lack of expertise in the construction activities;
- C. The Society for the said purpose considered proposal received from Developer and finally agreed to approve and confer the development work upon and in favour of Developer herein to demolish the said building and construct new building on the said property as per and according to building plans and specifications that may be approved and sanctioned by the Municipal Corporation of Greater Mumbai as may be obtained by the Developer and the said arrangement is also confirmed and recorded in the form of Development Agreement dated 29th December 2020 executed by the said Society in favour of the Developer herein, duly registered with the concerned Sub-Registrar of Assurance at Borivali at under Serial No. BRL-5-84-2021 on 4th January 2021, hereafter referred to as "the said Development Agreement";
- D. In furtherance of the said Development Agreement and in consequence thereof, the said Mankarnika Co-operative Housing Society Ltd. has also executed an Irrevocable General Power of Attorney, also dated 4th January 2021, interalia

appointing the **Developer** and/or its Partner as its true and lawful Constituted Attorney in its name and on its behalf vis-à-vis the said property as described in the First Schedule hereunder written and which said Irrevocable General Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Borivali, Mumbai under Serial No. BRL-5-85-2021 on 4th January 2021;

- E. In furtherance of the aforesaid Development Agreement coupled with the said Irrevocable General Power of Attorney in respect of the said Plot, the said Society there under have also allowed and permitted the Developer to enter the said plot for the purpose of the development/redevelopment thereof and in the manner as provided in the aforesaid Development Agreement coupled with the said Irrevocable General Power of Attorney as stated above;
- F. By virtue of the aforesaid deeds and documents, the Developer herein became entitled to use and to utilize and/or to develop the full F.S.I. as available in respect of the said property as more particularly described in the First Schedule hereunder written, after deducting any portion towards road set-back or road widening and also to load the TDR [Transferable Development Rights] from outside as permissible in law and in and upon the building/s to be constructed on the said project property and also to use and to utilize the Fungible F.S.I. and all the future benefits by way of TDR/FSI and as per the law that may become

applicable in future and/or as may become enforceable and/or as may be permissible under the Development Control Regulations and the Rules made there-under, also as per the provisions of the Mumbai Municipal Corporation Act, 1888 and also under the Building Rules and Regulations as permissible by law and the Developer herein became entitled to use and to utilize all the benefits of the full land potential in the form of the F.S.I. on the proposed building/s to be constructed on the said project property and as per the plans and specifications as approved and/or that may be sanctioned and amended by the Developer from time to time, in addition to use and to utilize any additional potential area of the said project property, by way of FSI/TDR/Fungible FSI/Incentive FSI and/or FSI generated under Road Width policy in the form of set-back FSI etc., which may be made available on account of change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future hereafter, before the execution of the Assignment Deed/Deed of Conveyance and that the Purchaser/s is/are fully aware and hence irrevocably consents for the same

- G. Accordingly, the Developer is developing the said Property and delineated with the red coloured boundary line on plan annexed hereto as **"Annexure-A"** in terms of Development

Agreement dated 29th December 2020 and has the right to sell the Flats in the Building being constructed on the project property and to enter into Agreement/s with the allottee(s)/flat purchasers and to receive the sale consideration in respect thereof. Copies of the Property Register Cards in respect of the project property are annexed hereto and collectively marked as **"Annexure-B (colly)"**;

- H. In pursuance of the said Development Agreement coupled with the said Irrevocable General Power of Attorney in respect of the said property, the Developer has submitted the proposal bearing No. CHE/WSII/5891/R/N/337(NEW) being the plans and specifications to the Building Proposal Department of the Municipal Corporation of Greater Mumbai and/ or to the authorities concerned for its approval and sanction and the Office of the Executive Engineer of the Building Proposal Department of the Municipal Corporation of Greater Mumbai has approved the said proposal, subject to the terms and conditions imposed as recited hereunder;
- I. The Developer has commenced the construction of a building to be known as "PRIME AUDUMBAR" on the said project property consisting of Stilt + Upper Floors as per the plans and specifications duly approved and sanctioned by and/or as may hereafter be submitted further to be approved and sanctioned by the Municipal Authorities and/or as may be revised, amended, altered, modified

and/or changed from time to time and the plans for which are approved/sanctioned under I.O.D. bearing No. CHE/WSII/5891/R/N/337(NEW)/IOD/1/Amend dated 19th January 2021 and COMMENCEMENT CERTIFICATE bearing No. CHE/WSII/5891/R/N/337(NEW)/CC/1/New dated 30th March 2021, duly issued by the Municipal Corporation of Greater Mumbai through the Executive Engineer, Building Proposal, Western Suburb-II R/N Ward. The copies of the said Intimation of Disapproval (I.O.D.) and the said Commencement Certificate (C.C.) are annexed hereto and marked as **“ANNEXURE-C”** and **“Annexure-D”**;

- J. The Developer herein has appointed M/s Chogle and Associates the Architect/s, registered with Council of Architects and has also appointed R D Magdum as the Structural Engineer/s for the preparation of the structural design and drawings in respect of the said proposed building/s comprising of Stilt + Upper Floors as per the plans and, which is under construction on the said project property as described in the Schedule hereunder written by utilizing the full FSI in respect of the said project property including the utilization of the TDR and other benefits available in view of the provisions of the said DCPR 2034 and/or any other applicable development control regulation and the Developer herein has accepted the professional supervision of the said Architect/s and Structural

Engineer/s till the Completion of the said building “PRIME AUDUMBAR”;

- K. The Purchaser/s has/have consented to the Developer for re-designing any building/s or the recreation area or internal road and passages and such other area/s which the Developer may desire to realign and to re-design till the entire proposed building is completed. The Purchaser/s has/have consented to the Developer to use and to utilize any further additional and extra FSI/TDR/Fungible FSI/Incentive FSI and/or FSI generated under Road Width policy etc., which may be made available on account of change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future, on the said project property or in any part thereof or from any other project property or properties as the case may be and till the entire proposed building is completed and the full and complete F.S.I. available on the said project property is duly utilized and/or consumed thereon by the Developer;
- L. The Developer herein has the right to sell the Flat/s in the said building “PRIME AUDUMBAR” under construction on the said project property as described in the Schedule hereunder written as per the covenants of the said Development Agreement and to enter into written Agreement/s with the prospective Purchaser/s of the said

respective Flat/s and other premises and also to receive from him/her/them/it the sale proceeds in respect thereof and in the manner the Developer in its sole and absolute discretion;

M. The Purchaser/s has/have demanded from the Developer herein and the Developer herein has given inspection to the Purchaser/s of all the deeds and documents of title relating to said project property as described in the Schedule hereunder written and the orders, the sanctioned plan in respect of the said building "PRIME AUDUMBAR" and also the other plans and specifications prepared by the Architects of the Developer and also the documents as specified under the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made therein as well as Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Rules thereunder;

N. The Purchaser/s, having perused all the necessary documents, deeds and writings related to title of the said property and the New Building, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the proposed New Building, is/are desirous of purchasing from the Developer a Flat/s for the consideration and on the terms and conditions hereinafter appearing. The Purchaser/s is/are also aware and

acknowledge that the sanctioning the said plans concerned local authority and/or Government had laid certain terms and conditions, stipulations and restrictions which are to observed and performed by the Developer while developing the said Property and upon due observance and performance of which only the completion or occupancy certificate in respect of the building/s shall be granted by the concerning planning authority;

O. A copy of the TITLE CERTIFICATE issued by Advocate SHREYAS K. VYAS Dated _____, for the Developer herein in respect of the said Project property as described in the Schedule hereunder written and in which the said building "PRIME AUDUMBAR" is under construction/proposed to be constructed, has been verified and satisfied by the Purchaser/s and the same shall be relied upon by the Developer herein and a copy of the said Title Certificate is hereto annexed and marked as "**Annexure-E**";

P. The Purchaser/s has/have applied/approached to the Developer for the allotment and sale of the Flat/s bearing No.____ admeasuring _____ sq. ft Carpet Area equivalent to _____ sq. mtrs. (as per RERA) on the _____ floor in _____ wing of the said building "PRIME AUDUMBAR" on the said property as more particularly described in the Schedule mentioned hereinunder and as shown in the Typical Floor Plan, hereto annexed and marked as "**ANNEXURE-F**",

hereinafter for the sake of convenience referred to as **“said premises”**; The word ‘Carpet area’ mentioned hereinabove means the net usable floor area of the Flat/s, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises if any for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the said premises;

Q. The Developer shall provide the fixtures, fittings and amenities in the said premises being subject matter of sale under this Agreement as provided in **“Annexure-G”** hereto;

R. On and/or prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a sum of Rs. _____/- (Rupees _____ only) as per detail in receipt attached hereto as earnest money towards part consideration of the said premises hereby agreed to be provided by the Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admits and acknowledges and thus discharges the Purchaser/s thereof). The Purchaser/s has/have agreed to pay to the Developer herein the balance of the construction costs/ price/amount of the said premises and in the manner as is appearing hereinafter;

S. Under Section 4 of MOFA and Section 13 of RERA, the Developer are is required to execute a written Agreement for Sale of the said premises with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908;

T. The Parties hereto agree that this agreement shall otherwise attract the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules, regulations made thereunder and/or amendments thereof from time to time;

U. The Developer has registered the Project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. _____, authenticated copy is attached in **“Annexure-H”**.

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

1. The parties hereto agree and admit that the aforesaid recitals shall form the integral and operative part of this Agreement and shall be treated as the covenant to these presents;
2. It is further specifically agreed, confirmed and recorded that this agreement is executed by and between the parties hereto under the provisions of and shall accordingly be subject to the provisions of the Real Estate (Development and Regulation)

Act, 2016 and as such the parties shall be bound, obliged and shall be liable to comply with and entitled to seek compliance and/or enforcement of statutory obligations and entitlements under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the same shall be binding upon the parties hereto by way of specific incorporation on and from the date of execution of this agreement and anything contained hereto that is contrary to and/or inconsistent to the provisions of the Real Estate (Development and Regulation) Act, 2016 shall to that extent shall be redundant without in any manner affecting the entire agreement and/or other clauses, understandings, assurances, representations and covenants thereunder;

3. The Developer is constructing and/or proposing to construct a building "PRIME AUDUMBAR" consisting of Stilt plus Upper Floors, on the said project property as more particularly described in the First Schedule hereunder written, by utilizing the full land potential F.S.I. as per the plans and specifications already approved and sanctioned and with the concessions, if any, granted for the deficient Open Spaces by the Municipal Corporation of Greater Mumbai/local authority and in compliance of all the necessary stipulations of the Government in that behalf and shall also be entitled to the benefit of and to utilize any further additional and extra FSI/TDR/Fungible FSI/Incentive FSI and FSI generated

under Road width policy as well as FSI for road set back and proposed road widening etc. which may be made available on account of change/amendment in rules/regulations of DCR, MCGM, Urban Development department, State of Maharashtra etc. and/or any policies/circulars as may be implemented at any time in future as per the plans and specifications that are already approved and sanctioned and/or to be amended and/or to be approved and sanctioned from time to time by the local authorities and/or by the Municipal Corporation of Greater Mumbai and as such shall be entitled to sell the Flat/s in the said "PRIME AUDUMBAR" to the prospective Buyer/s/Purchaser/s and on such terms and conditions and in the manner as the Developer may deem fit and proper in its sole and absolute discretion;

4. Subject to the conditions of this Agreement and also subject to the rights reserved by the Developer under these presents and particularly the right to construct the additional floors and coupled with the right to use and to utilize the Transfer of Development Right available for loading on the said project property as well as such Transfer of Development Right to be brought in from any other project property and to load the same upon the said project property, the Purchaser/s do hereby agree/s to purchase from the Developer herein and the Developer herein agrees to sell to the Purchaser/s, the Flat/s

bearing No. _____ admeasuring about _____ square feet carpet area (as per RERA) equivalent to _____ Sq. Mts. Carpet area on the _____ floor in _____ wing of the said building "PRIME AUDUMBAR" and more particularly described in the Schedule hereunder written, the said Flat/s is shown by blue coloured Hatched Lines on the Typical Floor Plan thereof the said Typical Floor Plan at "**Annexure-F**" hereto before referred and recited, and hereinafter referred to as "**the said premises**" for the aggregate price/consideration of Rs. _____/- (Rupees _____ only) and hereinafter referred to as "**the said premises**" which includes the proportionate charge of the common areas and facilities appurtenant to the said premises, however excluding other charged as specified hereafter. The Purchaser/s have/has paid to the Developer on or before the execution hereof a sum of Rs. _____/- (Rupees _____ only) towards booking amount as per the details provided in the Receipt Clause herein-below and hereby further agree/s and undertakes to pay to the Developer the balance consideration amount of Rs. _____/- (Rupees _____ only) in the following manner:-

Particulars	%	Amount
<i>On or before completion of plinth</i>	____%	Rs. _____/-
<i>On or before completion of 1st R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 2nd R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 3rd R.C.C. slab</i>	____%	Rs. _____/-

<i>On or before completion of 4th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 5th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 6th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 7th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 8th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 9th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 10th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 11th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 12th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 13th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of 14th R.C.C. slab</i>	____%	Rs. _____/-
<i>On or before completion of Brickwork</i>	____%	Rs. _____/-
<i>On or before completion of Flooring work</i>	____%	Rs. _____/-
<i>On or before completion of Plaster work (Internal/ External)</i>	____%	Rs. _____/-
<i>On or before completion of Sanitary work</i>	____%	Rs. _____/-
<i>On offer for possession</i>	____%	Rs. _____/-

The Purchaser/s shall pay to the Developer the corresponding installment of the said consideration at the intervals and in the manner set out herein. In the event, the Purchaser/s deduct/s Tax at Source ("**TDS**") from the said consideration, the Purchaser/s shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each payment as per the provisions of the Income-tax Act, 1961 to the Developers. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the consideration set out herein shall be the essence of the contract;

5. The Purchaser/s confirm(s) and undertake(s) to pay each and every installment of the said consideration on their respective due dates without any delay or default, time being the essence of the contract. The Purchaser/s agree(s) and confirm(s) to pay the said consideration and all such amounts, which become due or payable by the Purchaser/s under the provisions of this Agreement by Account Payee cheque/demand draft/pay order payable or IMPS/NEFT/RTGS transfer to the Developer at Mumbai or as per the instructions of the Developer;
6. The total price/Consideration mentioned hereinabove excludes other charges and taxes (consisting of tax paid or payable by way of Goods & Services Tax, Value Added Tax, Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Services Tax, Service Tax, Value Added Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any

- amount payable under this Agreement and/or in relation to the said premises, shall be borne and paid by the Purchaser/s alone and the Developer shall not be liable to bear or pay the same or any part thereof;
7. The total Price/consideration mentioned hereinabove is escalation-free, save and except escalations/increases, due to increase on account of development charges and infrastructure charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule /regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments;
 8. It is hereby expressly agreed that the TIME FOR THE PAYMENT of each of the aforesaid installments of the consideration amount shall be the ESSENCE OF THE CONTRACT and all the above respective payments shall be made within seven days of the Developer calling upon the Purchaser/s to make payments of the same;

9. The Developer herein in case of change of area during the course of construction, shall before handing over of possession confirm the final carpet area of the said premises 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 Developer. If there is any reduction in the carpet area within the defined limit of 3% then the Developer shall refund the excess money paid by the Purchaser within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developer shall demand and consequentially be entitled to recover additional amount from the Purchaser as per the next milestone of the Payment Plan and/or before handing over of possession. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement;
10. It is hereby expressly agreed that time is the essence for performance of mutual obligations and liabilities between the Developer as well as the Purchaser/s. The Developer shall

abide by the time schedule for completing the project and handing over the Flat/s to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payment of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 4 herein above;

11. Without Prejudice to the Developer's right under this Agreement and/or in law, the Purchaser/s agree/s to pay to the Developer interest at such rate as prescribed under the provisions and Rules framed under RERA on all such late payments which may become due and payable by the Purchaser/s to the Developer hereunder in terms of this Agreement from the date the said amount become payable by the Purchaser/s to the Developer herein;
12. Without prejudice to the right of Developer to charge interest in terms of clause 11 herein above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)

and on the Purchaser/s committing any three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement: Provided that, the Developer shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developer) within a period of thirty days of the termination, the instalments of sale consideration of the said premises which may till then have been paid by the Purchaser/s to the Developer;

13. The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and

the Purchaser/s undertakes not to object the Developer to adjust his payments in any manner;

14. The Developer hereby declares that the area of the property on which the building is proposed to be constructed is 766.15 sq. mtrs. (811.8 – 45.65 road set-back/widening) and Developer has planned to utilize maximum possible Floor Space Index available or as may become available in future on the said plot area by availing of TDR or FSI/Fungible FSI/FSI generated under Road Width Policy etc. available on payment of premiums 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;
15. It is hereby agreed and confirmed by the Purchaser/s and the Purchaser/s hereby irrevocably consent(s) that, the Developer is fully entitled to use and consume the entire FSI in respect of the said property and/or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Property or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form along with top floor, terrace, parking space(s) of the new building(s), which shall

come into existence hereafter. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, basement, stilt, etc. of the New Building. It is specifically agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of the said project property, the Developer shall be entitled to the same and the Purchaser/s hereby expressly authorize(s) and irrevocably give(s) consent to the Developer to utilize and consume such increased FSI on the said property by constructing and by making additions to the New Building by raising one or more floors and/or by constructing additional buildings/structures on the said property so as to avail of the full FSI, as may from time to time, be available, without any further intimation to or consent of the Purchaser/s. The FSI of any nature whether available at present or in future and/or additional construction/s shall always be the property of the Developer, who shall be at liberty to use, deal with, dispose of, sell and transfer the same in any manner the Developer may choose. The Purchaser/s hereby admit(s) and acknowledge(s) the Developer's aforesaid right and shall not at any time raise any claim, dispute, objection or contention whatsoever in that behalf and hereby unconditionally and irrevocably consent(s) to the same being done by the Developer;

16. It is hereby agreed and confirmed by the Purchaser/s and the Purchaser/s hereby irrevocably consent(s) that the Developer shall be entitled to develop the said property, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and/or generating TDR with respect to the same. The Developer shall be entitled to all the benefits arising out of the development of the said property including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/or any other benefits which may be available and/or become available at a later date, without being accountable to the said Purchaser/s and/or the Society or association of flat purchasers or Company, as the case may be, in any manner whatsoever and shall be at liberty to develop the said property in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that the Developer shall be at liberty to develop the said property in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the said Property as the case may be with any other property/development scheme and/or as an integrated/phase wise development, as the case may be;
17. It is hereby agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat and the amenities attached thereto and set out herein. The Purchaser/s hereby confirm(s) and irrevocably consent(s) to

the right of the Developers to develop and/or deal with the New Building and/or the said property in the manner deemed fit by the Developer without any further or other consent or concurrence of the Purchaser/s and henceforth shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s;

18. If the Developer fails to abide by the time schedule for completing the and handing over the said premises to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules framed under RERA. The Purchaser agrees and undertakes to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer;
19. The amenities to be provided by the Developer in the premises describe those as in the LIST OF AMENITIES, and the said list is hereto before referred and marked as "Annexure-G";
20. After a period of 15 day notice being given in writing by the Developer to the Purchaser/s that the said premises is/are ready for use and occupation irrespective of whether the possession of the said premises etc. is/are taken or not, the Purchaser/s shall be liable to bear and pay his/her/their/its

proportionate share (i.e. in proportion to the floor area of said premises) and/or outgoings in respect of the said property and also in respect of the said "PRIME AUDUMBAR" namely local taxes, betterment charges, Development charges, Infrastructure charges, N.A. Taxes, Municipal Assessment or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said "PRIME AUDUMBAR". The Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 15 days of receiving the occupancy certificate of the Project;

21. The Purchaser/s further agree/s and undertake/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution of Rs._____-/- (Rupees _____ only) per month towards the outgoings. The amount so paid by the Purchaser/s to the Developer shall not carry any interest thereon and shall remain with the Developer till the necessary transfer deed is

executed in favour of the Society or the Limited Company, subject to the provisions of the said RERA Act, on such transfer deed been executed, the aforesaid deposit (less deductions provided for under this Agreement) shall be paid over by the Developer to the Society or the Limited Company and as the case may be;

22. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the fifth day of each and every succeeding month in advance and shall not withhold the same for whatsoever reason. However, a further sum of Rs.____/- (Rupees _____ only) equivalent to Twelve [12] months maintenance charges and provisional outgoings be deposited by the Purchaser/s with the Developer before taking possession of the said premises;

23. The Purchaser/s shall, on or before the handover of possession of the said premises, keep deposited with the Developer the following amounts:

- a) Rs.____/- (Rupees _____ only) towards share money, application and entrance fee of the Society or the limited company;
- b) Rs.____/- (Rupees _____ only) towards the deposit for provisional monthly contribution

(for 12 months) towards the outgoings of the maintenance;

- c) Rs.____/- (Rupees _____ only) towards electric and water connection deposit and expenses;
- d) Rs.____/- (Rupees _____ only) towards the betterment and development charges, infrastructure charges;
- e) Rs.____/- (Rupees _____ only) towards Mahanagar Gas Connection (subject to availability);
- f) Rs.____/- (Rupees _____ only) towards meeting all the legal costs, charges, expenses etc.

The above amounts are not refundable and no accounts or statement will be required to be given by the Developer to the Purchaser/s in respect of the above amounts deposited by the Purchaser with the Developer; except those as specified in clause 24 (a) & 24(c) hereinabove. The amounts as mentioned in clause 24 (a) & 24(c) shall be deposited by the Developer in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Purchaser/s as and when required;

24. Without prejudice to the rights of the Developer under the RERA, the Developer will be entitled to take action against the Purchaser/s, if the Purchaser/s does not pay his/her/their/its proportionate share of outgoing and maintenance charges as set out in these presents and he/she/ they/it remain/s in arrears for three months, the Developer will terminate his/her/their/its Agreement and enter upon the said premises and forfeit all the amounts paid by the Purchaser/s to the Developer under this Agreement and resume possession of the said premises;
25. The Developer hereby agrees and undertakes to observe, perform and to comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the said premises to the Purchaser/s, shall obtain from the concerned local authority, Occupation Certificate and/or the Building Completion Certificate in respect of the Flat/s and/or the said "PRIME AUDUMBAR";
26. The Developer on completion of the project shall obtain Occupation Certificate/Building Completion Certificate from the concerned authority. On completion of the project, the Developer shall hand over/transfer to such society or

- association or the legal entity all the right, title and the interest of the Developer in the said property/building;
27. The Purchaser/s further agrees that he/she/they/it shall at no time demand of his/her/their/its interest in the said building/s and/or in the said property, it is being agreed and declared by the Purchaser/s that his/her/their/its, such interest in the said premises is impartible;
28. The Purchaser/s further agree/s that any delay or indulgence by the Developer in enforcing the terms of this Agreement of any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall be same in any manner prejudice the rights of the Developer;
29. The Purchaser/s further agrees that the Developer shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement shall have first lien and charge on the said premises agreed to be purchased by the Purchaser/s;
30. It is agreed between the parties that:

- a) That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future;
- b) That the buyer/member agree for no objection for the neighborhood development with deficient open space in future;
- c) That the buyer / members will not held M.C.G.M. liable for any failure of mechanical Parking system in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly;
- d) That the buyer/member will not be held M.C.G.M. liable for any mishap due to provision of additional height of stilt for provision of stack type parking;
- e) That the buyer/member will not held M.C.G.M. liable for the proposed inadequate/sub-standard sizes of room in future;
- f) That there is inadequate maneuvering space of car parking's and buyer/member will not make any complaint to M.C.G.M. in this regard in future;
- g) That the Developer, save and except the premises agreed to be sold to the Purchaser/s under this Agreement, shall be entitled to change the user of the other premises as

may be approved by the concerned local authority i.e. M.C.G.M., without reference and/or consent of the Purchaser/s and the interest and entitlement of the Purchaser/s is and shall for all times hereafter is restricted only to the premises being subject matter of sale under this Agreement;

- 31. The Developer shall be entitled to obtain further approvals and sanctions from the local authorities concerned and also to make such additions for raising storey/s or to put up such additional structure/s and/or change the user of other units as may be approved by M.C.G.M. and the other Competent Authorities without in any manner affecting the premises being subject matter of sale hereto. Such additional structure and storey/s shall be the sole and exclusive property of the Developer alone and the Purchaser/s shall not raise any such objection/s or claim/s or any demand claiming concession and/or reduction in the price of the said premises agreed to be acquired by him/her/them/it and/or shall not claim any compensation or damages from the Developer on the ground of inconvenience or otherwise in whatsoever manner;
- 32. It is hereby agreed that the Developer shall be entitled to sell the other unsold Flat/s and allot Parking's in the said "PRIME AUDUMBAR" to any third party and for such user as is permissible under the law in that behalf and as it may

deem fit and proper in that behalf, without reference to the Purchaser/s hereto;

33. The Developer herein shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold Flat/s, if any. The Developer herein will bear the local body assessment if any payable and nothing else till all such unsold Flat/s, in the said "PRIME AUDUMBAR" are finally sold;
34. The Developer herein shall be entitled to enter into Agreement/s with the other prospective Purchaser/s in respect of the other unsold Flat/s on such terms and conditions as the Developer may deem fit and proper but without affecting or prejudicing the right of the Purchaser/s and in respect of the Flat/s under this Agreement;
35. The Purchaser/s and the person/s to whom the Flat/s are sold, transferred, assigned or given possession of (after prior written permission of the Developer) shall from time to time, sign all applications, papers and documents and do all acts, deeds, things and matters as the Developer herein may require for safe-guarding his interest and/or that of the other Flat/s in the said "PRIME AUDUMBAR";
36. In the event of the Purchaser/s attempting to and/or disposing of the said premises or any part or portion thereof

to any person or party, before making the full and final payment of consideration as agreed and mentioned hereinabove (without the written consent of the Developer), this Agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such an event, the amounts paid till then under this Agreement by the Purchaser/s shall be refunded to the Purchaser/s without any interest thereon, after deducting there from the mutually agreed liquidated damages as well as the costs, charges and expenses as may be incurred by the Developer with respect to this present Agreement;

37. The Purchaser/s or his/her/their/its permitted transferee and/or transferees shall not change the user of the premises from the original approved purposes at any time in future. The Purchaser/s agree/s to bear and to pay the increase in the local taxes, water charges, insurance and such other levies, etc. if any, which are imposed and/or may be imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said premises by the Purchaser/s;
38. Subject to what is stated herein, the possession of the said premises shall be delivered to the Purchaser/s after the said premises is ready for use and occupation and the Purchaser/s have complied with and having observed and performed all

the terms and conditions of this Agreement and the Purchaser/s has/have paid all the payments due and payable by him/her/it/them to the Builder/Developer from time to time without committing any default in payment thereof;

39. The Developer shall give possession of the said premises to the Purchaser on or before _____ and/or such other extended date as approved by Real Estate Regulatory Authority provided the Developer have received the full purchase price of the said premises. If the Developer fails or neglects to give possession of the said premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the said premises with interest at the same rate as may mentioned in the clause herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of possession of the said premises Flat on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of :-

- (i) non-availability of steel, cement, other building material or labour at market competitive prices;
- (ii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike or an act of God,

irresistible force or reasons beyond the control of or unforeseen by the Developers;

- (iii) any legislation, notice, order, rule, circular, notification of the Central/State Government, MCGM and/or other public or other competent authority or Court or injunction or stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority;
- (iv) delay in issuing any permission, approval, NOC, sanction and/or building occupation certificate by the concerned authorities;
- (v) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Developers, which may prevent, restrict, interrupt or interfere with or delay the construction of New Building;
- (vi) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Developers;
- (vii) any other forces or reasons or epidemic or pandemic or circumstances beyond the control of the Developer, which may result into stoppage and/or prevention and/or prohibition of construction over, upon and/or in respect of property: and

(viii) any other event/circumstances that may be deemed reasonable by the Real Estate Regulatory Authority;

40. The Purchaser/s is well aware of and about the dry and wet garbage shall be separated and wet garbage in the same building shall be treated separately on the same plot by Purchaser/s of the building in jurisdiction of M.C.G.M.. Furthermore the vermiculture bin for disposal of wet waste should be as per the design and specification of organization/individual specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M.;
41. The Purchaser/s is well aware that necessary arrangement for quick disposal of storm water from stilt portion and no complaints of whatsoever nature shall be made with M.C.G.M. for any hardship arising out of arrangement of pit in stilt;
42. The Member(s)/Occupant(s) and/or the Developer shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof;
43. The Purchaser/s shall check up all the fixtures and fittings in the said premises before taking possession of the same.

Thereafter the Purchaser/s shall have no claim against the Builder/Developer in respect of work in the said premises, which may be alleged not to have been carried and/or completed and/or been not in accordance with the plans and specifications and/or this Agreement and/or otherwise in relations thereto;

PROVIDED that if within a period of five years from the date of handing over the possession of the said premises to the Purchaser/s, the Purchaser/s bring to the notice of the Developer any defect in the said building/s in which the said premises is situated or in regard to the material/s used therein or any un-authorized change/s in the said premises or in the construction thereof, then, wherever possible such defects or un-authorized changes shall be rectified as may be possible by the Developer at its own costs and in the case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer such reasonable compensation for such defects or changes. The above condition shall be applicable only if the Purchaser/s has not carried out any additions or alterations of whatsoever nature in the said premises and/or in the structure of the building including but not limited to changes/additions/alterations in the beam, columns, RCC structure or in the fittings therein or in the fittings of the water pipes, water supply connections, erection or alterations in bathroom, toilet or kitchen which may result in seepage of

water. If any of such works are in any manner carried out without prior written consent of the Developer, then the defect liability shall automatically become void. Defect herein shall mean the manufacturing or workmanship defect/s caused on account of willful neglect on the part of Developer and shall not mean or include defect/s/damage caused by normal wear and tear and/or by negligent use of the said premises by the occupants. It shall be the responsibility of the Purchaser/s to maintain the said premises in a proper and diligent manner and take all due care needed including but not limited to the joints in the tiles being regularly with white cement /epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Developer to the Purchaser/s ends before the defect liability period and such warranties are covered under the maintenance of the said building and/or Flat/s and if the annual maintenance contracts are not done or renewed by the Society and/or the Purchaser/s, the Developer shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts to be sustainable and in proper working condition to continue warranty in both the Flat/s as well as the building/common project amenities wherever applicable. The Purchaser/s has been made aware

and Purchaser/s agree that the regular wear and tear of the Flat/s and/or the building includes minor hairline cracks on the external and internal walls excluding the RCC structure after a certain time which happens due to variation in temperature of more than 20 degree C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is agreed that before any liability of defect is claimed by the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defect in materials used, in the structure built of the Flat/s and/or the building and in the workmanship executed keeping in mind the aforesaid clauses of this agreement;

44. The Purchaser/s shall take possession of the said premises within fifteen days of the Developer giving written notice to the Purchaser/s intimating that the premises is ready for use and occupation;
45. The Parties hereto specifically declare and confirm that:
 - (a) The Purchaser/s has/have inspected the said property and the said "PRIME AUDUMBAR", which is under construction and have ascertained for himself/herself/themselves/itself that the said premises is not yet ready for use and occupation;

(b) Assignment and transfer if any to be executed in pursuance hereof shall be effected when entire development as envisaged by the Developer is completed. It is specifically agreed and declared that the possession of the said premises is not to be given or transferred to the Purchaser/s before the execution of this Agreement and lodging the same for registration with the registering authorities;

(c) The Building Completion Certificate/Occupancy Certificate as the case may be in respect of the said "PRIME AUDUMBAR" is not obtained since the said Building/s is under construction and the Occupation Certificate and/or the Building Completion Certificate in respect of the building/s is required to be obtained and/or to be issued by the Municipal Corporation of Greater Mumbai and as the aforesaid Certificates are required to be obtained, the Developer till then is not entitled to allow the Purchaser/s to enter into and take the possession of the said premises till such certificate is given by the competent and the concerned authority;

46. The Purchaser/s shall on receipt of the possession of the said premises as provided in this Agreement, shall use the said premises or shall permit the same to be used only for the purpose as sold to him/her/them/it and as permissible in law and/or by the local authority and/or by any other concerned

local authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said "PRIME AUDUMBAR" and/or to the owners or occupier of the neighbouring/adjoining property or properties and as the case may be. The Purchaser/s shall use the parking space on its allotment only for the purpose of keeping or parking the Purchaser/s' own vehicle/s;

47. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Purchaser/s as follows:

- a. The Developer, as developer of the project property, has clear and marketable title with respect to the project property as a developer, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project property for the implementation of the Project;
- b. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c. There are no encumbrances upon the project land or the Project except those disclosed to the Purchaser/s if any;

- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed to the Purchaser if any;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat/s which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said

- the said premises to the Purchaser in the manner contemplated in this Agreement;
 - i. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, till the time of handover of the said project property alongwith structure to the Society/Association/Body of the Flat Purchaser/s, after which the same shall be the responsibility of the Society/Association/Body of Flat Purchaser/s;
 - j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed to the Purchaser;
48. The Purchaser/s for himself/herself/itself/themselves with the intention to bring all person into whatsoever hands the said premises may come, doth hereby covenant with the Developer herein as follows:-
- (a) To maintain at the Purchaser/s' own cost in good tenantable repair and condition from the date the

possession of the said premises is taken and shall not do or suffered to be done anything in or to the said building/s in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws, or make any addition in or to the said building/s in which the said premises is situated and the said premises itself or any part or portion thereof;

- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to cause damage to the construction of structure of the said building/s 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 caused to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said building/s in which the said premises is situated, including the entrances of the said building/s in which the said premises is situated and in case any damage is caused to the building/s in which the said premises is situated or the said premises or account of the negligence or default of the Purchaser/s in that behalf then the Purchaser/s shall be liable for the consequences of the breach thereof;
- (c) To carry on at his/her/their/its own costs all the internal repairs to the said premises and to maintain the said

premises, in the same conditions, state and order in which it was delivered by the Developer herein to the Purchaser/s and not to do, suffer or suffered to be done anything in or to the said building/s in which the said premises is situated or which may be against the rules or regulations and bye-laws of the concerned local authority or other public authority. And 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 consequence thereof to the concerned local authority and/or the other public authority;

- (d) Not to demolish or cause to be demolished the said premises any part thereof, nor 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 or portion thereof nor any alteration in the elevation and outside colour scheme and window grill of the building/s in which the said premises is situate and which shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and to protect the other parts of the said building/s in which said premises is situated and shall not change or in any other manner damage the column, beams, walls, slabs or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the

Developer herein and/or that of such Society or the Limited Company, as the case may be;

- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the said "PRIME AUDUMBER" in which the said premises is situated or any part or portion thereof or whereby resulting into increment in the premium amount as payable in respect of such insurance;
- (f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the said building/s in which the said premises is situated;
- (g) To pay to the Developer herein within 7 days of the demand by him from the Purchaser/s towards the share money, security deposit demanded by the concerned local authority, Municipality, or government for giving water, electricity or any other service connection to the building/s in which the said premises is situated;
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levy/ies, if any, which are imposed by the concerned local authority and/or Government and/or the other public authority, on account of change of user of the said premises by the Purchaser/s and namely use for any other purpose other than the same meant for;

- (i) The Purchaser/s shall not let, sub-let, transfer, assign the Purchaser'/s' interest in the said premises or part with the possession of the said premises without written permission from Developer and the benefits under this Agreement until all the dues payable by the Purchaser/s to the Developer herein under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing and obtained the written consent of the Developer herein which the Developer is entitled to refuse without assigning any reason/s or grant subject to any conditions including condition as to payment of service charge out of the consideration for which the Purchaser/s may sell, transfer, assign, lease or give on license the said premises;
- (j) The Purchaser/s shall observe and perform all the rules and regulations which the said Housing Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said "PRIME AUDUMBER" and the said premises herein and for the observance and performance of the building/s rules and regulations and Bye-laws for the time being of the concerned local authority and of the

Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions as laid down by the said Housing Society/Limited Company regarding the occupation and use of the Flat/s in the said "PRIME AUDUMBER" and shall pay and contribute regularly and punctually towards the taxes and expenses or other outgoings in accordance with the terms of the Agreement;

- (k) The Purchaser/s shall permit the Developer herein and their surveyor/s, agent/s with or without the workmen and others at all the reasonable time, to enter into and upon the said property and the said building/s or any part thereof to view and examine the state and conditions thereof. The right of the Developer to enter upon the property shall continue to remain unaffected and unabated, till the time the Developer is able to sell all the Flats even if the property is otherwise transferred unto and in favour of the society and/or association and/or company and/or any other legal entity as the case may be and handing over of the possession of unit sold to the Purchaser/s under the terms of this agreement;
- (l) The Purchaser/s shall insure and keep the said premises insured against any loss or damage by fire or any other calamities for the full value thereof and further agrees that he/she/they/it shall not do or cause to be done any act or thing which may render void or voidable any

insurances of any of the said Building/s or cause any increased premium to be payable in respect thereof;

- (m) The Purchaser/s agree/s that his/her/their/its interest in the said property and the said building/s is inseparable and he/she/they/it shall not be entitled to at any time to demand partition of his/her/their/its interest in the said building/s and in the said property;
- (n) It is clarified by the Developer that and the Purchaser/s has/have unconditionally agreed that no separate Shares Certificate will be issued for any parking/s which will be related to said premises of the Purchaser/s and will remain impartible. No one will be permitted to create any third party right/interest in such area/space; such right/interest will always be related to his/her/their/its premises and therefore be inseparable, unless explicitly prohibited and/or as may be decided and resolved by the society and/or association and/or company and/or legal entity as may hereafter be formed and as the case may be;
- (o) Until the said property together-with the said building/s is assigned and transferred as aforesaid, the Builder/Developer herein will control the management of the said building/s, realization or outgoings and the disbursement/s or the payments to be made and the Purchaser/s and/or such Society and/or Limited

company and/or incorporated body will not have any objection to the aforesaid of the Developer herein;

- (p) The Purchaser/s acknowledge(s) that, prior to entering into this Agreement, the Developer has informed the Purchaser/s that the Developer intends to and/or may submit revised plans for the said property altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s) the at present approved and/or disclosed. The Purchaser/s agree(s) that the Developer has entered into this Agreement with the Purchaser/s on an express representation made by the Purchaser/s that he/she/they/it shall not object or dispute to the Developer modifying and/or altering the sanctioned plans and to the construction of the additional floor(s) or part(s) thereof to the New Building, by the Developer on any grounds or reasons whatsoever, including nuisance, annoyance, etc. if any, and the Developer shall be entitled, either by itself or through its nominee/s, to construct and complete the said additional floor(s), on the New Building as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s, so long as there is no alteration of the Flat agreed to sold by the Developer and agreed to be purchased by the Purchaser/s under the terms of this agreement. The Purchaser/s hereby irrevocably consent(s) to what is stated herein and such

consent shall be deemed to be consent by the Purchaser/s as required under the provisions of MOFA and RERA and the Developer shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s at the time of altering/ amending /modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans for the New Building;

- (q) Notwithstanding any other provisions of this Agreement, the Developer herein shall be entitled to at its sole and absolute discretion;
- (r) To have such society and/or a company and/or any other body or the bodies of all the Purchasers of their respective Flat/s formed and constituted as contemplated herein;
- (s) To decide and determine how and in what manner the infrastructure including the common utility areas and garden if any may be transferred and/or conveyed;
- (t) To provide and incorporate covenant and restrictions and obligations with regard to the provisions of maintaining the infrastructure and common amenities including garden and roads, if any;

49. After the Developer executes this Agreement, the Developer shall not mortgage or create a charge on the said premises being subject matter of this agreement and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such premises;

50. The Developer shall be free to construct on the said property, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said property and to build underground and overhead tanks, structures for, septic tanks, soak pits, satellite cable, Television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the building plans or layout plans and lay in, through or under or over said Building and /or the said project property, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Developers on the said project property. The Purchaser/s shall not interfere with the said rights of the Developer or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or

prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Developer shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of their scheme for development of the New Building. The MSEB/Reliance Energy/Tata Power/BEST may require that, a space for a sub-station be provided to them on the said Property and the Developer shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies;

51. The Purchaser/s (in case of a partnership firm) has furnished a copy of the partnership deed and the names and addresses of the present partners and undertake(s) to furnish in writing to the Developer the names of partner/s for the time being constituting the firm, in the event of there being any change

therein. In case the Purchaser/s is/are a Company then the copy of Memorandum and Articles of Association of the Company and a board resolution authorizing the signatory to sign and execute this Agreement for Sale on behalf of the Company shall be furnished to the Developer before execution of this Agreement. In case the Purchaser/s is/are Trust, the Purchaser/s has/have furnished a copy of Trust Deed and the names of all the Trustees and the Beneficiaries under the Trust;

52. The Purchaser/s has/have independently to his/their own satisfaction, thoroughly investigated and verified the title of the original owner and consequentially the Developer to the said Property and in turn the said Flat and is/are fully and completely satisfied that the title of and development rights of the Developer to the said project property and the said Flat is clear and marketable and free from encumbrances and that the Developer has the right to construct the New Building and the said premises Flat on the said project property. The Purchaser/s has/have inspected the original title documents in relation to the said project property and have also independently investigated the title of the Developers to the said project property;

53. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and

shall not be modified (whether by alteration, additions or omission) otherwise than by writing duly signed by both the parties. This agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral or written or otherwise given or made or represented, including, those contained or given in any advertisement or brochure or publicity materials by the Developers and/or their nominee(s)/agents to the Purchaser/s other than such terms, conditions and provisions as are contained or incorporated in this agreement shall be deemed to form part of this agreement or to have induced the Purchaser/s to enter into this agreement;

54. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purpose;

55. The Developer herein shall, if necessary, become a member of such society and/or a company and/or any other body or the bodies and/or legal entity in respect of the Developer's right and benefits conferred herein or otherwise in respect of unsold units. If the Developer herein transfer/s, assigns and/or disposes all such rights and benefits at any time to anybody, the assignee/s, transferee/s and/or the Purchaser/s thereof shall become the members of such society and/or a company and/or any other body or the bodies and/or legal entity and in respect of the rights and benefits. The Purchaser/s herein and such society and/or a company and/or any other body or the bodies and/or legal entity will not have any objection/s to admit such assignee/s/transferee/s as the member of such society and/or a company and/or any other body or the bodies and/or legal entity and shall not charge any fees or other amounts thereof;
56. It is agreed between the parties that forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, the Purchaser/s appear/s for registration of the

- same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s for allotment and/or actual allotment shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith shall be returned to the Purchaser/s without any interest or compensation whatsoever, after deducting agreed liquidated damages;
57. The Developer shall not be responsible and/or liable for the consequences arising out of the change in law, or changes in Municipal laws and other laws, rules & regulations etc.;
58. The Developer shall have a first charge and lien on the said premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement;
59. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with

respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment /building, as the case may be;

60. This Agreement may only be amended through written consent of the Parties;
61. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable to any subsequent Purchaser/s of the said premises, in case of a transfer, as the said obligations go along with the said premises, for all intents and purposes;
62. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and

enforceable as applicable at the time of execution of this Agreement;

63. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the Flat/s in the Project;
64. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction;
65. The Purchaser/s and/or the Developer and/or its Lawful Attorney or Authorised Signatory shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer and/or its Lawful Attorney or Authorised Signatory shall attend such office and admit execution thereof;
66. That all notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed

to have been duly served if sent to the Purchaser/s or the Developer by Registered/Speed Post A.D and signed copy thereof duly scanned and sent as an attachment to by an email to notified mail ID at their respective addresses specified below:-

Name of Purchaser/s : _____

Purchaser/s Address : _____

Notified Email ID: _____

Developer's name : PRIME GROUP LLP

Developer Address : LEVEL 2, VINI ELEGANCE, L. T.
ROAD, BORIVALI (WEST),
MUMBAI 400092.

Notified Email ID : primegroupplp@gmail.com

It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be;

67. In case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s whose name

appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s;

68. Income Tax Permanent Account Number of the Parties are as under:-

NAME OF THE PARTIES	PAN No.
M/s. Prime Group LLP	AARFP7566M
Mr. _____	
Mr. _____	

69. The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Developer alone.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove written.

FIRST SCHEDULE HEREINABOVE REFERRED TO:

All the piece and parcel of land bearing Survey No. 278 and 279, Hissa No. 8, corresponding CTS No. 752/B admeasuring about 811.8 square metres or thereabout in the Revenue Village Dahisar, Taluka Borivali, Mumbai Suburban District, situated at Atmaram Mhatre Road, Dahisar (West), Mumbai 400068 and together with structure standing thereon being the building known as "Mankarnika" presently in use, occupation and possession of the members of the Society and bounded as follows:

On or toward East : CTS No. 760, CTS No. 759

On or toward West : CTS No. 752A, CTS No. 751/A/3

On or toward North : Atmaram Mhatre Road

On or toward South : CTS No. 755/A

SECOND SCHEDULE HEREINABOVE REFERRED TO:

Flat No. ____ admeasuring about ____ Sq. ft. carpet area (as per RERA) equivalent to ____ sq. mtrs., on the ____ Floor in ____ wing of the building to be known as 'PRIME AUDUMBER' located on the plot bearing bearing Survey No. 278 and 279, Hissa No. 8, corresponding CTS No. 752/B admeasuring about 811.8 square metres or thereabout in the Revenue Village Dahisar, Taluka Borivali, Mumbai Suburban District, situated at Atmaram Mhatre Road, Dahisar (West), Mumbai 400068

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

SIGNED SEALED AND DELIVERED)

Within named Developer)

PRIME GROUP LLP)

Acting through its Designated Partner)

Mr. NITIN VASUDEV BHANDARKAR)

in the presence of ...)

1.)

2.)

SIGNED AND DELIVERED)

by the within named Purchaser/s)

Mr. _____)

Mr. _____)

in the presence of ...)

1.)

2.)

RECEIPT

Received from the within named **Mr.** _____, Purchaser/s a sum of Rs. _____/- (Rupees _____ only) as per detail mentioned hereinbelow being the amount paid by the Purchaser/s on or prior to execution of this Agreement.

Date	Cheque No.	Name of the Bank & Branch	Amount
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00/00/2021	000000	_____ _____ Branch	_____-/-
------------	--------	-----------------------	----------

00/00/2021	000000	_____ _____ Branch	_____-/-
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WE SAY RECEIVED

Prime Group LLP

DRAFT