VASHI SECTOR 17 NAVIMUMBAI

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is mad	e at Navi Mumbai on this	
in the Year Two Thousand and	between	day of

M/S ELINOR INFRA LLP,(holding PAN NO.AAEFE1530B),a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its Office at 203, Plot no. 9, Raikar Bhavan, Sector–17, Vashi, Navi Mumbai – 400 703, through its authorised Partner, MR. ANSHUL AGRAWAL hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART.

ELINOR INFRALLP

age 1

AND

(1) MR. _			, adult,	Indian Inhabita	ınts,
having	PAN	NO		residing	at
			hereinafter referred to as the	"PURCHASER	R/S"
(which ex	xpression	shall, unless	it be repugnant to the context or m		
deemed t	o include	his / her / the	ir heirs, executors, administrators, and	permitted assign	gns)
of the OT	HER PAR	rT.			

WHEREAS:

- 1. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.
- 2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.
- 3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
- 4. By an Agreement to Lease dated 26th March, 2013 executed between CIDCO Ltd. and 1) Smt. ManibaiAnantPhadake, 2) Smt. SugandhaVikasMhatre, 3) Smt. Sangeeta Jalandhar Patil, 4) Shri. Ganesh AnantPhadake, 5) Smt. Yogita Ravi Patil, 6) Smt. Kusum Krishna Phadake, 7) Shri.NamdevRamdasPhadake, 8) Shri.BarkuRamdasPhadake And 9) Smt. BebibaiHarkyaMhatre,all adults, Indian Inhabitants, having their common address at Plot no. 93, Sector 6, Karanjade, Panvel (hereinafter collectively referred to as the Original Licensees), the CIDCO Ltd. granted to the said Original Licensees a lease to the plot being Plot No. 93, Sector- 6, in Village/ Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement 2149.46 Square meters or thereabouts (hereinafter referred to as the said plot) and the

same is more particularly described in the First Schedule hereunder written for the lease premium and on the terms and conditions as contained therein. The said Agreement to Lease is registered with the Sub-Registrar of Assurances Panvel under Serial No. PVL 3 - 2673 - 2013 dated 30-03-2013.

- 5. By a Tripartite Agreement dated 20-03-2014 executed between CIDCO Ltd., the said Original Licensees and 1) M/s Elinor Infra LLP, a Limited Liability Partnership Firm, registered under the Limited Liability Partnership Act, 2008, having its Office at 203, Plot no. 9, RaikarBhavan, Sector 17, Vashi, Navi Mumbai 400 703, 2) Mr. Pramod D. Patil, an adult, Indian Inhabitant, having his address at House no. 17, Adishakti Nagar, Ghansoli Village, Navi Mumbai and 3) Mr. Vishal RajanDolas, an adult, Indian Inhabitant, having his address at Shop no. 1 & 2, Plot no. 63, Sector 50, Nerul, Navi Mumbai (hereinafter collectively referred to as the said New Licensees), the CIDCO Ltd. agreed to accept and substitute the said M/s Elinor Infra LLP2 ors as the New Licensees in respect of the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL2 2111 2014 dated 20-03-2014.
- 6. The CIDCO Ltd., vide its letter dated 9/4/2014, bearing reference no. 396/2014, transferred the said plot in favour of the said New Licensees upon such terms and conditions as contained therein.
- 7. Subsequent thereto, by a Release Deed dated 06-05-2014 executed between the said Mr. Vishal RajanDolas (as the Party of the First Part), Mr. Anshul Agrawal, the Partner of the Promoters herein (as the Party of the Second Part) and the said Mr. Pramod D. Patil(as the Confirming Party), the said Mr. Vishal RajanDolas has released in favour of the said Mr. Anshul Agrawal (the Partner of the Promoters herein) all his rights, title and interest in respect of his share in the said plot as mentioned in the said Release Deed. The said Release Deed is registered with the Sub-Registrar of Assurances under Serial No. 3544 2014 dated 12-05-2014.
- 8. Pursuant thereto, the Promoters herein became well and sufficiently entitled to the said plot.
- 9. In the above circumstances, the Promoters are the New Licensees in respect of the said Plot and are entitled to develop the said plot by constructing a building/s as per the building plans sanctioned by the concerned authority.

- 10. The Promoters, through their Architect "RAJESH R.C", having its office at 1-13, Mahavir Centre, Sector 17, Vashi, Navi Mumbai 400 703, have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential cum Commercial Building comprising of Ground + upper Floors on the said plot. (hereinafter referred to as the said Layout). The Promoters have submitted to the CIDCO Ltd and other authorities the building plans, specifications and designs for the said plot. The CIDCO Ltd has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate; vide its letter dated 22-8-2014, having reference No. CIDCO/BP-12948/TPO(NM.K)2014-829, to construct a Residential cum Commercial Building. The copy of the said Development permission and Commencement Certificate dated 22-8-2014 is annexed hereto and marked as Annexure "A"
- 11. The copies of the layout plan of the said Plot (defined below) as sanctioned and approved by the Sanctioning Authority (defined below) have been annexed hereto and marked as **Annexure** "**B**".
- Advocates, has been seen and inspected by the Purchaser and a copy thereof has been annexed hereto and marked as **Annexure** "C". The Purchaser has also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Promoters to the said Plot, the right of the Promoters to develop the said Plot and to construct the said proposed Building on the said Plot more particularly described in the First Schedule hereunder written. The Purchaser by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said plot as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.
- 13. The copies of the Typical Floor plan (defined below), as sanctioned and approved by the Sanctioning Authority (defined below) have been annexed hereto and marked as **Annexure** "**D**".
- On satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchaser/s hereby agree/s to purchase Flat No. ___ on the ___ Floor, admeasuring ____Square feet (Carpet Area) equivalent Square meters or thereabouts in the Real Estate Projectknown as "BLUE CREST" to be constructed on the said plot (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _ /- (RUPEES **ONLY)**. This carpet area is inclusive of unfinished wall surface, area under RCC Column and shear wall and

other such structural members of the premises in the Building on the said Plot being constructed thereof. The carpet area of the said Premises as defined under the provisions of RERA, is _____ square meters equivalent to _____square feet. Under Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/si.e. This Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

15. "The Promoter/Developer has informed the purchaser that they have obtained construction finance for the project "Blue Crest" by mortgaging the project land to DCB Bank and as per the terms of the loan agreement **DCB Bank Ltd.**, has to provide the No Objection Certificate only for the flats which have been mortgage by Promoter/Developer in "Blue Crest" project. The Promoter/Developer has accordingly obtained the same. The Payment Schedule and No Objection Certificate is attached as **Annexure** "E".

- 16. The List of Amenities have been annexed hereto and marked as Annexure "F".
- 17. The Promoters have also appointed "A.G.GOKHALE & ASSOCIATES" as the RCC Consultant, having its office at 213, J.K. Chambers, Sector 17, Vashi, Navi Mumbai 400 703, for carrying out the construction of the said Building/s, copy of the same annexed hereto and marked as **Annexure** "G"
- 18. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing building/s to be used for Residential and Commercial purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters, at their own discretion. The Purchaser gives his/her explicit consent to the promoterand has no objection for making any alterations/ modifications to the original sanction plans.
- 19. The Promoters have now commenced with the construction of the Building on the said Plot in accordance with the sanctioned plans and or revised plans or in accordance with such further revised plans that shall be sanctioned by CIDCO Ltd. by permitting construction of such premises as per the terms & conditions of the said Agreement to Lease & in accordance with GDCR of Navi Mumbai and the Promoters are desirous of selling Premises in the said proposed Building/ Project which is intended to be named as "BLUE CREST" or such name as the Promoters may decide. The said project is proposed as a "Real Estate Project" by the Promoters and have been registered as a "real estate project" (as defined above as the said Premises) with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real

Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. P52000009702 dated 22/08/2017 for the Project ("RERA Certificate"). A copy of the RERA Certificate is annexed hereto and marked as Annexure "H" hereto. The Purchaser/s have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser/s have agreed and consented to the development of the Real Estate Project. The Purchaser/s has also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

20. Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. This Agreement shall always be subject to the provisions contained in THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time. Under the provisions contained in THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, all references herein shall be read and construed accordingly andthe Rules made thereunder, read with THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.
- 2. The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the City and Industrial Development Corporation and other concerned authorities with variations and modifications as the Promoters may consider necessary or desirable as may be required by CIDCO Ltd. or such other Public Body or Authority, and /or any other changes or alteration which the Promoters in their absolute discretion deem fit either in the whole Building or part thereof or in the said premises, and the Purchaser/s hereby give irrevocable consent to the Promoters to incorporate all such changes, modifications etc as may be required by, CIDCO Ltd. or any other authority. The Purchaser/s doth hereby specifically agree with the Promoters that the Promoters shall be entitled to make any or all such changes, additions, variations, alteration, amendments & modifications therein as they may consider necessary or as may be required to be done /considered proper by CIDCO Ltd. or any other local /public body /authority. The Purchaser shall give his / her /their full consent in respect of all such variations / modifications /alteration / amendment that are required by the Promoters. The said plans and specifications have been kept at the office of the Promoters for inspection.

3. The Purchaser/s has / have, prior to execution of this Agreement, satisfied himself /herself /themselves about the title of the Promoters to the said Plot described in the First Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate, the title of the Promoters and no requisitions or objections shall be raised on any matter relating thereto and has/have also verified the sanctioned building plans more particularly having reference to the area of the said premises mentioned herein and have satisfied himself relating to the area of the said premises as mentioned herein.

4. **Area and Payment details**

(a)	The	Purch	aser/s	hereby	agree/s	to	purcha	se	Flat	No.		0	n the
		floor	, admo	easuring			_Square	fe	et (Carpe	t Area	a) equi	valent
to			Square	meters	or thereal	oout	s in the	Buil	ding	/ Proje	ct knov	vn as "	BLUE
CRES	ST " to	be co	nstructe	ed on the	said plo	t (he	ereinafte	r re	ferre	d to a	s the s	aid Pre	mises
and w	vhich i	s more	particu	ılarly des	cribed in	the	Second	Scł	hedu	le her	eunder	written) for a
total	CO	nsidera	ition	of Rs.							/-	(RU	PEES
							C	NL	Y) i	in the	e desi	gnated	bank
accou	ınt as	mentic	ned be	low (Tim	e being e	esser	nce of th	ne c	ontra	act) wł	nich sh	all be p	aid by
the P	urchas	ser/s to	the Pro	omoters	as per the	e Pa	yment S	che	edule	.The	above	conside	ration
does	not ir	nclude	various	other o	harges, e	expe	nses m	ore	part	ticularl	y men	tioned i	n this
Agree	ement	and t	he sar	me shall	be paid	d by	the P	urcl	hase	er/s ov	ver an	d abov	e the
consi	deratio	on men	tioned	herein or	n their res	spect	tive due	dat	es.				
(b) Th	e pay	ment o	of all tl	ne above	e installm	ents	s/paym	ent	will	be a	ccepted	by ch	ieque,
/Dem	and [Oraft o	r Pay	Order C	Only and	as	per the	e P	aym	ent S	chedul	e men	tioned
hereir	nabov	e. The	cheque	, Deman	d Draft o	r Pay	y Order	sho	uld b	e drav	wn in fa	vour of	: "M/S
ELIN	OR IN	IFRA L	.LP Cu	rrent A/	c no		, DC	В	Ban	k, as t	he des	ignated	bank
accou	ınt _	a	dress		"a	and :	shall be	se	nt to	203,	Plot r	10. 9, F	Raikar
Bhava	an, Se	ector –	17, V	ashi, Na	vi Mumba	ai –	400 70	3, 6	eithe	r by h	nand D	elivery	or by
Regis	tered	A/D or	by Cou	ırier (Ack	nowledge	es D	ue in all	type	es of	f Deliv	eries).		

- (c) In addition to the total consideration mentioned hereinabove, the Purchaser/s shall be liable to pay VAT (Value Added Tax) and Service Tax, L B T (Local Bodies Tax), GST (Goods and Service Tax) payable on this Agreement in accordance with the rules, regulations and notifications applicable at the relevant time. In case if there is any increase in the chargeable rates for VAT, Service Tax or if GST is levied on this Agreement then all such additional charges shall also be payable by the Purchaser/s as and when demanded by the Builders.
- The Purchaser hereby agrees, declares and confirms with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently

applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue the TDS certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchasers shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

- 5. The time for payment of all the above installments on their respective due dates is an essence of contract. Whether the Purchaser/s is /are availing the loan facilities from any financial institution or not, the Purchaser/s have unconditionally agreed to pay all the above installments due within 7 days from the due dates, failing which the Purchaser/s shall pay financial charges at the rate of 24% p.a. till the payment of the installments. The Promoters shall charge the financial charge to the Purchaser/s without prejudice to their other rights in law.
- 6. It is hereby expressly agreed that the time of payment of each of the aforesaid installments of the purchase price as set out in Clause 4 written hereinabove shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any two installments of the purchase price, the Promoters will be entitled to terminate this Agreement in which event 20% of the purchase price of said Premises shall stand forfeited and balance shall be refunded to the Purchaser/s (but without any interest, compensation, damage or cost) after the Promoters sell the said premises to any other prospective buyer and receive the consideration from new buyer. In this case the Purchaser/s will not be entitled to any claim in respect of Registration, Stamp Duty or interest paid by them. The Promoters will be entitled immediately after the termination of this Agreement to sell and/ or dispose off the said Premises in favour of any third party or person and the Purchaser/s herein will have no right to object, obstruct or interfere to such sale/ disposal of the said premises by the Promoters.
- 7. If the Purchaser/s surrenders his / her / their Premises for any reason of whatsoever nature at any stage, during the construction, the Promoters are entitled to forfeit 20% of the purchase price of the said premises payable by the Purchaser/s and will refund the balance amount (if any) without any interest. In this case the Purchaser/s will not be entitled to any claim, in respect of Registration, Stamp Duty or any interest paid by them.

- 8. The Promoters shall give a notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule within 7 days from the date of letter and the Purchaser/s shall within the said stipulated period pay the amount of the said installment or the balance amount to the Promoters accordingly. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said letter.
- 9. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the Promoters are proposing to provide a Society's Office, in the said Building, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper and upon the Society formation, the management shall be entrusted to the Society that shall be formed. All other terraces apart from top terrace and parking left after allotment shall belong to the promoter even after the lease deed is conveyed and society is formed. It is the right of the promoter to allot the terrace and parking left after allotment to any individual. The promoter reserves the right to give on lease rent or hire any part of top roof terraces above the top floor (except terraces forming part of the Flat/ Shop Unit of the Building) for installation and operation of antenna, satellite dishes, communication towers or other microwave equipment /V Sat Link Equipment/tower/other communication equipment or to use, hire, lease the same for advertisement purposes and the Purchaser agrees that the Purchaser shall not object to the same and make any claims on this account. The Purchaser shall not have any right or interest or claim in this regard.
- 10. The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said Project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Theadvance maintenance of 1 year shall be given by the purchaser to the promoter @ Rs. 3per sq. ft, per month on the carpet area of the relevant flat andthe purchaser must make the payment within 7 days from the date of receipt of Demand Letter. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that the Stilt, all open spaces, Store Rooms, Dead Walls (both Interior and exterior of the Building), Common Terrace of the said Building/s, open spaces of the said Plot, Covered / open car parking, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/ are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said Project and upon the execution of Lease Deed in favour of such Cooperative Society /Condominium Of Apartment /Private Limited Company all the above

areas shall be managed and administered by the said Co-operative Society /Condominium of Apartments / Private Limited Company so formed.

11. Formation of the Society:

- (a)Upon 51% of the total number of units/premises in the said Building being booked by Purchaser/s, the Promotershall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser/sand other Purchaser/s of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- **(b)**The Purchaser/s shall, along with other Purchaser/sof premises/units in the Real Estate Project, join in forming and registering a cooperative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the Purchaser/sof the premises in the Real Estate Project alone shall be joined as members ("**the Society**").
- **(c)**For this purpose, the Purchaser/sshall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Purchaser/sif any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- **(d)** The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.
- **(e)**The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- **(f)**Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/sshall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (g)The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (h)any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the said Society and their respective members/intended members including the Purchaser/s, as the case may be, and the Promoters shall not be liable toward the same.
- (i) Each member shall contribute an amount of Rs. 25000/- for the formation of the society.

- **12.** The Promoters shall provide the amenities and facilities as per the List of Amenities.
- 13. The Purchaser/s admit having taken the inspection of all the documents required to be given by the Promoters under the provisions of the Maharashtra Ownership Flats Act and the Rules made thereunder, read with RERA and the RERA Ruleshereby agree and confirm that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoters such right /authority to the Promoters for the purpose as set out herein below:-
- (a) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof.
- **(b)** The Promoters shall be entitled to merge the said Plot with the adjoining plot. However they are required to obtain the revised permission from the concerned authority.
- (c) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing building/s to be used for Residential purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters at their own discretion.
- (d) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoter's rights reserved hereunder.
- **(e)** The Promoters shall, after consuming such balance and/or additional FSI by constructing such permissible tenements on the said Plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.
- (f) The Promoters shall be entitled, after consuming such balance or additional global FSI available under G. D.C. Rules or by any special concession being granted by CIDCO LTD or any other authorities.
- (g) The Purchaser/s herein and all other Purchasers of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces, open areas, hoardings and common area of the buildings including the garden areas and that the

rights of the Purchasers is confined to the said Premises so purchased by this agreement only & such areas shall belong to Promoters until execution of the said final Lease Deed in respect of the said Plot in favour of such Society & thereinafter the same, shall belong to the said Society alone.

- (h) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.
- (i) The Purchaser/s hereby agrees and undertakes to execute /deliver letter of consent accordingly their consent under Section 7, of the Maharashtra Ownership Flats Act, without raising any objection or requisition.
- (j) Irrespective of possession of the said Premises being given to the Purchaser/s or not, the right under this clause and/or agreement reserved for the Promoters to exploit the potentiality of the said Plot, shall be subsisting & shall continue to vest in the Promoters till the Lease Deed is executed in favour of the Society that shall be formed, reserving therein any such right in the said Plot in their favour as may be outstanding at the time of execution of such Lease Deed in favour of the Society that shall be formed.
 - 14. The Purchaser/s herein doth hereby agree/s and give their irrevocable consent that the Promoters shall have right to make additions, alterations, amendments & changes in the building plans and/or to the said Building or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the Terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I or global FSI which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments alterations in the revised sanctioned plan as may be permitted by CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute Property of the Promoters who shall be fully entitled to sell, deal with and dispose off the same to any person/s.
 - **15.** The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that he/she/they shall use the said premises only for the Residential purposes and he/she/they shall not change the user of the premises.
 - **16.** The Purchaser/s for themselves do hereby covenant with the Promoters as follows:-

- (a) To maintain the said premises at their own costs, charges & expenses in good tenantable repair & conditions from the date of his/her/their taking the possession of the said premises & shall not do or suffer to be done anything in or to the Building in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-op. Society or change /alter or make any addition and or alteration in or to the said premises or any part thereof without obtaining prior written consent of the Society.
- (b) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction /structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchasers in this behalf, then Purchaser shall alone be liable for the consequences of such breach / default.
- (c) Before carrying out the interior work in the said premises, the Purchaser/s shall obtain a written consent from the Promoters and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchasers shall deposit with the Promoters an interest free refundable security deposit of such amount as the Promoters may demand. During the course of the Purchasers carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building, or is not in accordance with the permission given by the Promoters or is in contravention of the rules and regulations of CIDCO Ltd, then the Promoters shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the interior works, the Promoters shall refund (without interest) the said security deposit to the premises Purchaser/s.
- (d) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said Society nor cause

any alterations in elevation or outside colour scheme of the said building in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis or other structural changes in the said premises without prior written, permission of the Promoters or the Society to be formed.

- **(e)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- (f) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Plot and building in which the premises is situated.
- (g) Pay to the Promoters, within 7 days of demand by them, their share of security deposits demanded by concerned local authority or Government for giving water, electricity or any other service connections to the building in which the said Premises is/are situated.
- (h) To bear & pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said Premises by the Purchaser/s.
- (i) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has/ have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s have intimated about the same in writing to the Promoters. The Purchasers shall prior to transferring or assigning their rights in respect of the said premises shall first obtain a written consent from the Promoters. Also when purchaser sells a flat and even if society is formed then he has to pay transfer charges to the promoter. Development charges to the extent as decided by the promoter have to be paid by the purchaser.
- (j) That Purchaser/s shall observe and perform all rules and regulations which the Society or a Limited Company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from

time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said Society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

- (k) Till the Lease Deed of the said Plot along with the said building is executed in favour of the Society that shall be formed, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Plot & building or any part thereof to view the state and conditions thereof.
- (I)In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- 17. During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Building and not the commencement of work of any particular Premises.
- 18. The Purchaser/s have taken inspection of the aforesaid Agreements, sanctioned Plans and other relevant documents and the Purchaser/s have visited the site of construction and made himself /herself/themselves familiar with the terms and conditions imposed by the CIDCO Ltd and other relevant authorities. The Purchasers binds himself / herself /themselves to adhere with the terms and conditions of the said Agreement to Lease and all the aforesaid Tripartite Agreements with CIDCO Ltd. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd. or the Promoters.
- 19. The Promoters hereby declare that no part of the said FSI has been used / utilized or will be utilized by the Promoters elsewhere for any purpose whatsoever save /except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot if the Promoters have utilized the FSI of any other Plot by way of floating F.S.I. then the Promoters shall disclose the particulars of such FSI to the said Co-op Society so formed in which the Purchaser/s shall be admitted as the member/s thereof.
- 20. The Promoters have informed the Purchaser/s and the Purchaser/s is /are aware that the Promoters may submit to CIDCO Ltd the revised building plans for the entire

permissible FSI or such additional FSI as may be permissible under the GDCR or as may be permitted by CIDCO Ltd the Purchaser/s has /have by executing this Agreement specifically given his /their full, free and complete consent to the Promoters for utilizing the entire FSI of 1.5 (One point Five) for residential cum commercial use along with such additional FSI as may be permitted under the GDCR and as may be sanctioned by CIDCO Ltd. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said Building & before the transfer of the said Plot to Society that shall be formed, if any further F.S.I. or construction on the said Plot is allowed in accordance with the rules ®ulations of CIDCO Ltd., then the Promoters will be entitled to put up such additional or other construction on the said Plot without any let or objection or hindrance by the Purchaser/s and also to sell the same on ownership basis upon such terms & condition, at their sole discretion and also to receive & appropriate the price in respect thereof. It is, however, agreed by the Promoters that he / they shall not construct such additional or other structure/s on the said Plot so as to adversely affect the area of the said Premises hereby agreed to be allotted /sold to the Purchaser/s & the Purchaser/s doth hereby give his /her/their irrevocable consent to such construction by the Promoters & for the said purposes to make such alterations /changes in the plans as shown to the said Purchaser/s.

- **21.** The Purchasers have agreed, declared & confirmed with the Promoters that the Purchasers shall:-
- (a). Having regard to the elevation of the buildings in the said project, the Purchasers shall fix identical grills that shall be approved by the Promoters. Accordingly the Promoters have informed the Purchasers that they will not be entitled to install any other grills to the windows/ balcony in any manner whatsoever
- **(b)**Not put or place Flower Pots, Vases or any plantations outside the Windows.
- **(c)**The Purchaser/s shall not store any of their materials, belongings, and stocks in theopen passage.
- (d) Before the Purchaser/s commence the work of interior decoration in their respective premises, they shall give full details of the proposed interior work to be carried out in their premises together with all the drawings and other details. The Purchaser shall also deposit with the Promoters such amount as refundable interest-free deposit as the Promoters may demand to ensure that no damage is caused to the other open areas and to the structure of the said building while carrying out such interior work. All damages to the said building shall be recovered from such deposits and if additional amounts are to be recovered to cover the damage caused, the Purchasers hereby agree to pay the said additional amounts promptly upon the demand being made by the Promoters.

- **(e)** The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- (f) The work shall be permitted only between 10.00 a.m. to 6.00 p.m. strictly.
- 22. The Promoters have proposed to construct Projected Terraces, Flower Bed, Cupboard, Staircase and Lift Lobbies. The Promoters have also provided parking space on the Ground floor which has been approved by CIDCO Ltd. In this regard, as required by CIDCO Ltd, the Promoters have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:
- a. The Purchaser/s shall not enclose or encroach on the compound /common area that is being provided to the Society. This area being left as open and the same shall remain open as approved by CIDCO Ltd. and the Purchaser/s hereby further undertake that these compound /common area shall not be enclosed/covered/encroached at any later stage failing which CIDCO Ltd. is liable to take legal action against the Purchaser/s and the Society.
- **b.** The Purchaser/s hereby agree/s, declare/s and confirm/s that neither the Purchaser/s nor any other person or party claiming through the Purchaser/s shall merge the Flower Bed, Cupboard, projected Terraces within the said premises in any manner whatsoever nor the Purchaser/s shall encroach upon the Staircase, Lift Lobbies in any manner whatsoever.
- c. The Purchaser/s / Co-operative Society that shall be formed shall operate and maintain the Stack/ Mechanical Car Parking in operating/ working condition and shall ensure that the related mechanism is duly repaired/ maintained for the smooth functioning of the same. The Purchaser/s is/ are aware of the Stack/ Mechanical parking being installed by the Promoters and agree/s to abide by this clause.
- **d.** The Purchaser/s hereby further undertake/s that at the point of time when there is Deed of Conveyance /Lease Deed being prepared the Purchaser/s shall add the above mentioned conditions in the Deed of Conveyance.
- **e.** This clause shall be binding on the entire Society that shall be formed and its members.
- 23. The Promoters shall give the possession of the said premises to the Purchaser/s after the said Building is ready for use and the Building Completion or Occupation Certificate shall have been obtained from the CIDCO Ltd. or other relevant authority or body or public authority. The Promoters shall give possession of the said premises to the Purchaser/s on or before **December 2018**, Subject to Force Majeure and reasons beyond the Control of the Promoters. The Promoters shall be entitled to reasonable

extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, civil commotion or act of God;
- ii. Any notice order notification of the Government and / or other public or competent authority;
- iii. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Plot.
- iv. Non-availability of steel or cement or other building materials or on account of labour trouble.
- v. Any suit, action, litigation, disputes restraining the development of the said Plot.
- vi. Any change in any law, notification, and regulation relating to the development of the said project.
- vii. Any delay that may be caused by CIDCO Ltd. due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.

24.And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, CIDCO Ltd / NMMC, Revenue Authority or any other concerned authority in granting the Occupancy Certificate / Building Completion Certificate and/or any necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.

25. Subject to what is stated hereinabove, if the Promoters commit inordinate delay in giving possession of the said premises to the Purchaser/s on or before the agreed date without any justification then and in that event the Purchaser/s shall be entitled to terminate this Agreement by executing and registering the necessary Cancellation Deed with the Promoters. The Promoters shall be liable to refund to the Purchaser/s the entire amount as the Purchaser/s may have paid to the Promoters together with simple interest at the rate of 9% per annum. The Stamp Duty and the Registration Charges paid by the Purchaser/s shall not be included in the total consideration payable by the Purchaser/s to the Promoters herein.

26. Possession Date, Delays and Termination:

The Purchaser/s shall be entitled to take possession of the said premises if the Purchaser/s have duly observed and performed all the obligations and stipulations contained in this Agreement and the Purchaser/s shall observe, perform and also pay to the Promoters all the amounts and whatsoever amounts payable by the said Purchaser/s to the Promoters under this Agreement & not otherwise.

(a) The Promoter shall give possession of the Premises to the Purchaser/son or before 31/12/2018("PossessionDate"). Provided however, that the Promoter shall be entitled

to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (i) Any force majeure events;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any stay order / injunction order issued by any Court of Law, competent authority, the SRA, statutory authority;
- (iv) Any other circumstances that may be deemed reasonable by the Authority.
- **(b)**If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Purchaser/son the Possession Date (save and except for the reasons as stated in Clause 26(a), then the Purchaser/sshall be entitled to either of the following:
 - (i) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of IndiaHighest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the InterestRate"), on the Sale Consideration paid by the Purchaser/s. The interest shall be paid by the Promoterto the Purchaser/still the date of offering to hand over of the possession of the said Premises by the Promoterto the Purchaser/s; **OR**
 - (ii) the Purchaser/sshall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Purchaser/sTermination Notice"). On the receipt of the Purchaser/sTermination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 90 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser/sthe amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter(as stated in this clause), the Purchaser/sshall have no claim of any nature whatsoever on the Promoterand/or the said Premises and/or car park and the Promotershall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
- (c) In case if the Purchaser/selects his remedy under Clause 26(b) above then in such a case the Purchaser/sshall not subsequently be entitled to the remedy under Clause 26(b) above.
- (d) If the Purchaser/sfails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchaser/sshall pay to the Promoterinterest thereon at the prevailing rate of State Bank of IndiaHighest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate"), on all and any such delayed payments

computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- **(e)** Without prejudice to the right of the Promoterto charge interest at the Interest Rate mentioned at Clause 26(d) above, and any other rights and remedies available to the Promoter, any of the following events shall constitute an event of default of the Purchaser/s("Events of Default"):
- (i) on the Purchaser/scommitting default in payment on due date of any amount due and payable by the Purchaser/sto the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);
- (ii) the Purchaser/scommitting three defaults of payment of installments of the Sale Consideration,
- (f)Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser/s("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- (g) If the Purchaser/sfails to rectify the breach or breaches mentioned by the Promoterwithin the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promotershall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s(" **Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. atthe address provided by the Purchaser/s; On the receipt of the Promoter Termination Notice by the Purchaser/s; this Agreement shallstand terminated and cancelled.
- 27. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO Ltd / Local authority concerned, causing delay in giving /supplying permanent water connection or such other service connections necessary for using / occupying the said Premises.
- 28. The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said premises and common expenses of their building proportionally from the date from which CIDCO Ltd. has granted the Occupancy Certificate to the Promoters and shall be liable to pay service charges and outgoings from the date the Promoters obtain the Part Occupancy / Occupancy Certificate from the CIDCO Ltd. The charges mentioned below are one time charges for which the Promoters shall not be liable to render any accounts for the same.

- **29.** The Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:
- a) Legal and document charges at the time of execution of this Agreement.
- b) Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd.
- c) Charges for valuation report, if required.
- d) Water and Drainage connection deposit and meter charges or any other charges imposed by the concerned authority or other Government authority.
- e) Electricity connection, meter deposit, MSEB service charges, cable and transformer charges etc.
- f) Labour Welfare Cess.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h) Service Tax, Cess, VAT, LBT (Local Bodies Tax) or any other taxes or charges levied by the CIDCO/NMMC/State Government/Central Government.
- i) Any other charges, taxes and expenses levied in future by the Government / Revenue authorities.
- 30. In addition to the agreed consideration and other charges mentioned hereinabove, the Service Tax, Value Added Tax, GST / LBT (Local Bodies Tax) payable to the Central Government / State Government or any other or additional taxes, charges, levies as and when levied on the sale of the said premises shall be borne and paid by the Purchaser/s alone. It is hereby specifically agreed by the parties hereto that the liability of the Purchaser/s to pay the above service tax/ VAT/GST/ LBT (Local Bodies Tax) and any other taxes/levies shall remain in force even after the Promoters have handed over the possession of the said Premises to the Purchaser/s. And at no point of time, the Promoters shall be liable to bear or pay the same in any manner whatsoever.
- **31.** Upon the possession of the said premises being delivered to the Purchaser/s, the Purchasers shall be entitled to the use and occupation of the said premises and thereafter the Purchaser/s shall have no claim against the Promoters as to any defect in any item or work of construction of the said premises or on any ground whatsoever.
- **32.**If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

- 33. The Purchaser/s shall, after the expiry of a period of 30 days after the receipt of the notice from the Promoters that the said premises is ready for use and occupation, be liable to bear and pay Property tax and all other taxes, ground rents and charges for electricity and other services and outgoings payable in respect of the said premises, as provided herein irrespective of the fact whether he /she / they have taken possession of the premises from the Promoters or not. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that owing to the general condition of the layout of the sector and the developmental activities being carried out by CIDCO Ltd in the said sector, the permanent water connection from CIDCO Ltd and permanent electricity connection from MSED/ PSIDC may be delayed. The obligation of the Purchaser to take the physical possession of the said premises shall be completed immediately upon CIDCO Ltd/ Concerned authority granting the Occupation Certificate for the said Project. Purchaser/s of the premises shall alone be liable to pay the additional ground rent, N A Taxes if any levied by the CIDCO Ltd, Gram Panchayat/ any other competent authority in respect of the said premises and accordingly the said Premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society as the case may be of the ground rent payable by the Purchaser/s of the said premises shall be accepted as final and binding upon the Purchasers.
- 34. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that after the Purchaser/s have completed making the entire payment towards the cost of the said Premises and have complied with all the terms of this agreement, the Promoters shall form a Co-op Society / Condominium of Apartment / Limited Company and enroll the Purchaser/s as its/their members and to issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s certified by CIDCO Ltd., the Promoters shall apply to CIDCO Ltd for the grant of NOC / permission for enrolling the Purchaser/s in the CIDCO's record as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO Ltd shall be borne and paid by the Purchaser/s alone.
- 35. The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-op Society.(Excluding the proportionate Property tax). The Promoters shall render the accounts for the above maintenance charges and they shall refund any amount that shall be lying in credit in the said accounts to the Co-op Hsg Society that shall be formed. On the receipt of the bill for property tax from the CIDCO/NMMC, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter the Purchaser/s shall pay to the Promoters /

Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/ Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchasers shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO/NMMC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO/NMMC or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

- 36. The Purchaser/s have perused and /are aware of all the terms and conditions contained in the said documents, recited above. The Purchaser/s hereby agree/s and undertake/s that notwithstanding anything to the contrary contained herein or in the said documents he /she /they shall be bound and liable to pay to the Promoters their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.
- 37. The Purchaser/s shall from the date of possession maintain the said premises, at his /her /their own costs in a good, tenantable repair and condition & shall not do or suffer to be done anything in or to the said Building or the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the CIDCO Ltd. or any other authority. The Purchaser/s further covenants with the Promoters and through them with the Purchasers of the other premises in the said Building that he /she /they at any time shall not demolish or caused to be demolished any structure in the said Building or any part or portions of the same nor will he /she /they at any time make or caused to be made any new construction of whatsoever nature on or in the said Building or any part thereof nor will make any additions or alterations in or to the said premises or said Building and balcony or gallery in the front without previous consent of the CIDCO Ltd. or the Promoters or the said Society as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting

equipment and other assets provided by the Promoters, at their own cost. The Promoters will not be held responsible for the same in any manner whatsoever.

- **38.** Nothing contained in these presents is intended to be nor shall be construed to grant demise or assignment in law of the said premises or the said plot or any part thereof or the said Building thereon or any part thereof. Such grant, demise or assignment as aforesaid shall take place only upon the transfer by the Deed of Assignment/ Lease Deed of the said plot and of the said Building to be constructed thereon to the said Society that shall be formed.
- 39. The Purchaser/s along with such other persons who shall have taken possession or acquired the Premises from the Promoters as well as the Purchaser/sshall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act 1960 or any other body corporate or other organization determined by the Promoters. The said Building / Project shall always be known as "BLUE CREST" and the said Society or any other body Corporate or other organization determined by the Promoters on the said plot shall always be known by such name as suggested by the Promoters and approved by the authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and that of the Purchaser/s of the said premises in the Building. All costs and charges for above shall be borne and paid by the Purchaser/s alone.
- **40.** In respect of any amount liable to be paid by the Purchaser/s to the Promoters under or by virtue of this agreement the Promoters shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises and other areas will also remain as the property of the Promoters.
- 41. The Purchaser/s and the person/s to whom the said premises shall have been let, sub-let, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out the building rules and regulations and Bye-laws for the time being enforced by the CIDCO Ltd, the Government and/ or any public body or any other local authority.
- **42.** The Promoters shall after the said Society or Body Corporate and /or other organization shall have been duly registered and after the completion of the said Building and after all the Premises in the said Building shall have been sold and disposed off by the Promoters and after the Purchasers of all the Premises in the said Building shall have

paid in full their respective dues payable to the Promoters and strictly complied with all the terms and conditions of their respective agreements with the Promoters thereafter the Promoters shall procure the Deed of Lease /Assignment or other document transferring the said plot together with the Building in favour of the said Society. All the costs and expenses for Deed of Lease /Assignment shall be borne by the Purchaser/s alone.

- 43. The Purchaser/s further agree/s and bind/s himself/herself/themselves to pay from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them), the proportionate share to be determined by the Promoters and all outgoings taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the plot until the CIDCO Ltd taxes and water charges are fixed and / or assessed separately and exact amounts are worked out for each of the Premises.
- 44. The Purchaser/s agree/s and undertake/s that from the aforesaid date of possession he /she /they shall regularly pay such amounts as is determined by the Promoters every month in advance on account of taxes, water charges, insurance, maintenance, expenses etc to the CIDCO Ltd as aforesaid by the Promoters and the Purchaser/s shall indemnify and keep indemnified the Promoters against the said charges in respect of the said Premises. The outgoings payable by the Purchaser/s shall be as per the intimation/Bills sent by the Promoters from time to time.
- **45.** The Purchaser/s shall have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces indexes, staircases etc. will remain to be the Property of the Promoters until the said plot together with the structures standing thereon is/are transferred to the said Society but subject to the rights of the Promoters contained herein.
- **46.** So long as the said premises in the said Building shall not be separately assessed for CIDCO Ltd charges and water rates, the Purchaser/s shall pay proportionate share of the water tax assessed on the whole Building, such proportions is to be on the basis of the proportionate area of the premises in the said Building agreed to be purchased by the Purchaser/s.
- 47. In the event of the said Society or other body corporate being formed and registered before the sale /allotment and disposal of all the Premises and other areas in the said Building by the Promoters, the power and authority of the said Society and the Purchaser/s of the Premises shall be subjected to the overall authority and control of the Promoters. Over all or any of the matters concerning the said Building and the construction and completion thereof and all amenities pertaining to the same and in

particular the Promoters shall have absolute authority and control as regard to all the unsold Premises and other areas and to the disposal of the same thereof.

- **48.** The Promoters shall not be liable to pay any maintenance or common expenses or transfer charges in respect of the unsold Premises and other areas in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues to the Corporation for the same.
- **49.** During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the Site, in case if there is any accident / mishap or casualty then the Promoters will not be held responsible or liable in any manner whatsoever.
- 50. The Advocates of the Promoters shall prepare and engross and approve the Deed of Lease/ Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs, professional charges and expenses for the same and further shall also bear all expenses for the Stamp Duty, Registration Charges for the Deed of Assignment /Lease Deed or any other Deed/s, consents, writings and any other documents, all costs in connection with the formation of the Society and /or body corporate or other organization, the costs for the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed by the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Building alone.
- **51.** It is understood by the Purchaser/s that whatever payments are made by the Promoters or are paid by them in connection with or incidental to this Agreement or any other documents in respect of the said plot in which the Purchasers premises is situated, then the same shall be reimbursed by the Purchaser/s to the Promoters on demand.
- 52. That the Purchaser/s shall also pay his /her /their share of insurance premium to keep the said Building insured against loss or damages by fire or by any natural calamities and to get an Insurance Policy of a sum equivalent to the total sale price of all the Premises, in the said Building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever the Purchaser/s shall pay his /her /their proportionate share for reinstating or replacing the same and shall nevertheless continue to make all the payments as no such destruction or damage has happened. The Purchaser/s shall pay his /her /their proportionate share of expenses for keeping the said Building in good and substantial repair and condition to the satisfaction of the Promoters.

- **53.** Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters for the breach of any of the terms and conditions of these presents nor shall waiver in any way, prejudice the rights of the Promoters.
- **54.** This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 and the Rules made thereunder, read with RERA and the RERA Rules or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.
- **55.** 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 prepaid post under Certificate of Posting at his /her /their address specified below:-

Name & A	\ddress	<u>s:</u>		

56. In case if the Purchaser/s changes his/ her/ their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter the new address and shall cause the Promoters to rectify their records by recording the new addresses. In case if the Purchaser/s fail/s to provide the Promoters his/ her/ their new address then the Promoters shall not be liable or responsible for the non-receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

57.Representations and Warranties of the Promoters:

- (a) The Promoters hereby severally represents and warrants to the Purchaser/sas follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, the Proposed Plan and subject to the RERA Certificate:
- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Land (as setout above) and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project (as setout above);

- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project save and except those disclosed to the Purchaser/s;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Purchaser/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoters have 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/screated herein, may prejudicially be affected;
- (vii) The Promoters have 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 CIDCO GES Plot of Land and / or the said Premises, which will, in any manner, affect the rights of Purchaser/sunder this Agreement;
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/sin the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as aforesaid to the Society;
- (x) The Promoters have 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 Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;
- (xi) 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 Land) has been received or served upon the Promoters in respect of the Land and/or the Project except those disclosed to the Purchaser/s.
- **58.** The Purchaser/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:
- (a) To maintain the said Premises at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and

shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoters.

- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser/sin this behalf, the Purchaser/sshall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/sand shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/scommitting any act in contravention of the above provision, the Purchaser/sshall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society;
- **(e)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance:
- (f) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

- **(g)** Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- **(h)** Not to change the user of the said Premises without the prior written permission of the Promoters and Society;
- (i) The Purchaser/sshall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Purchaser/sto the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Purchaser/sis desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Purchaser/sshall be entitled to effectuate such transfer only with the prior written permission of the Promoters.
- (j) The Purchaser/sshall observe and perform all the rules and regulations which the Society 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 Building and the said 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/sshall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- **(k)** The Purchaser/sshall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (I) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Purchaser/shereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Purchaser/shereby further agrees and irrevocably consents not to dispute or object to the same. The Purchaser/s, along with any and all purchasers of the flats and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the list of amenities hereto. The Purchaser/shereby agrees, declares and confirms that the said Premises

shall be bare shell (with windows and entrance door) and shall not contain any amenities within it. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the said Building.

- (m) The Purchaser/sagrees and covenants that the Purchaser/sand / or any other person shall not load in the said Premises, either by way of fitout or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described hereinbelow. The Purchaser/sshall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises (high side) and hand over he said Premises without any interior walls, flooring and finishes. The Purchaser/sconfirm that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Purchaser/s.
- (n) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Purchaser/sshall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Purchaser/sshall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/sfrom the Promoter and the Purchaser/sundertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Purchaser/shas affixed fixtures or grills on the exterior of his / her /their / its premises for drying clothes or for any other purpose or that the Purchaser/shas affixed a grill having a design other than the standard approved design, the Purchaser/sshall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- (o) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Purchaser/sshall not install a window Air-conditioner within or outside the said Premises. If found that the Purchaser/shas affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Purchaser/sshall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.
- (p) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Purchaser/sshall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or of the Society.
- (q) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, 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 Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Land.

- (r) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Purchaser/scarrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation / repair.
- **(s)** Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and of the SRA, the MCGM and other concerned authorities.
- (t) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / the said Building in any manner whatsoever.
- (u) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and / or the said Building in which the said Premises is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (v) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser/sshall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said Land and the Purchaser/sshall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (w) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Facility Manager and / or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Purchaser/smay carry out in the said Premises (the "Fit-out Rules").
- (x) The Purchaser/sshall never in any manner enclose any flower beds /planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the

same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises 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/sand also to recover costs.

incurred for such demolition and reinstatement of the said Premises to its original state.

- (y) Shall not do either by himself / herself / itself or any person claiming through the Purchaser/sanything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery,fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (z) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/sshall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (aa) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises 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/sin 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.
- **(bb)** Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the Promoter.
- (cc) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (dd) The Purchaser/sshall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Purchaser/sis aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Purchaser/sagrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Purchaser/shereby gives his express consent for the same.

- (ee) The Purchaser/sis aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Purchaser/sundertakes that it shall not be entitled to raise any objection with respect to the same.
- (i) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Said Land.
- (ii) The Promoter shall be entitled to construct site offices/sales lounge in the Said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Said Land or any portion thereof is leased to the Society until the entire development on the Said Land / the said Landis fully completed.
- **59.** It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a positionto provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser/sherein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "Utilities" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser/son a day-today basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilitiesor any of them. The Promoter and/or any professional agency appointed by it shallformulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and / or the Said Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Purchaser/sas may be determined by the Promoter and / or such professional agency.
- 60. The Purchaser/shereby nominates the persons as the nominee Mr/Mrs. _ ("the said Nominee") as his / her / their / its nominee in respect of the said Premises. On the death of Purchaser/s, the said Premises shall assumeall the obligations of the Purchaser/sunder this Agreement or otherwise, andshall be liable and responsible to perform the same. The Purchaser/sshall atany time hereafter be entitled to substitute the name of the said Nominee forthe purposes herein mentioned. The Promoters shall only recognize the saidNominee or the nominee substituted by the Purchaser/s(if such substitution hasbeen intimated to the Promoters in writing) and deal with him/her/them in allmatters pertaining to the said Premises. The heirs and legal representativesof the Purchaser/sshall be bound by any or all the acts,

deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

- 61. It is agreed that the Purchaser/sshall be entitled to avail loan from a Bank and tomortgage the said Premises by way of security for repayment of the said loanto such Bank only with the prior written consent of the Promoter. ThePromoter will grant their no objection, whereby the Promoter willexpress it's no objection to the Purchaser/savailing of such loan from the Bankand mortgaging the said Premises with such Bank, provided however, thePromoter shall not incur any liability/obligation for repayment of themonies so borrowed by the Purchaser/sand/or any monies in respect of suchborrowings including interest and cost and provided the mortgage created infavour of such Bank in respect of the said Premises of the Purchaser/sshall notin any manner jeopardize thePromoter's right to receive fullconsideration and other charges and to develop the balance of the largerproperty and such mortgage in favour of such Bank shall be subject to Promoter's lien and charge on the said Premises in respect of the unpaidamounts payable by the Purchaser/sto the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditionscontained herein.
- **62.**The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.
- **63.**The Purchaser/shereby represents and warrants to the Promoters that:
- (a) he / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;
- **(b)** he / she / they / it has / have not been declared and or adjudged tobe an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Purchaser/sor all or any of his / her / their/ its assets and / or properties;
- (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- **(e)** no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his /her / their / its 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;

- (f) no execution or other similar process is issued and / or levied againsthim / her / them and / or against any of his / her / their / its assets and properties;
- (g) he / she / they has / have not compounded payment with his / her /their / its creditors;
- **(h)** he / she / it / they is / are not convicted of any offence involving moralturpitude and / or sentenced to imprisonment for any offence not lessthan 6 (six) months;
- (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
- (j) The Purchaser/sis/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments. It is abundantly made clear to the Purchaser/swho is a nonresident/foreignnational of Indian Origin, that in respect remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments oramendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/sunderstands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or reenactments thereto. The Promoters accepts no responsibility in this regard and the Purchaser/sagrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
- **64.** The Promoter shall maintain a separate account in respect of sums received from the Purchaser/sas advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- **65.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. ThePurchaser/sshall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will

remain the property of the Promoter as hereinbefore mentioned until the Society Transfer is executed.

66.Structural Defect.

If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

67.Mortgages and charges:

- (a) Notwithstanding anything contrary to clauses contained herein or inany other letter, no objection, permission, deeds, documents andwritings (whether executed now or in future by the Promoters) andnotwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/sunder this Agreement for recovery of any amount due and payable by the Purchaser/sto the Promoter under this Agreement or otherwise.
- (b) The Purchaser/sagrees, acknowledges and undertakes that the Promoters, are entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as may be solely decided by the Promoters, and the Purchaser/stakes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Purchaser/sagrees and undertakes to the same and further agrees that the Purchaser/sshall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions.
- **(c)** After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Premises 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/swho has taken or agreed to take such said Premises.

68.Binding Effect:

Forwarding this Agreement to the Purchaser/sby the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/suntil, firstly, the Purchaser/ssigns and delivers this Agreement with all the Schedules and Annexes

along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Purchaser/sandsecondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/sand/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/sfor 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/sshall be treated as cancelled and all sums deposited by the Purchaser/sin connection therewith including the booking amount shall be returned to the Purchaser/swithout any interest or compensation whatsoever.

69.Entire Agreement:

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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to thesaid apartment/plot/building, as the case may be.

70.Right to Amend:

This Agreement may only be amended through written consent of the Parties.

71.Provisions of this Agreement applicable to Purchaser/s/subsequent Purchaser/s:

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/sof the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

72. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

73.Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Purchaser/shas / have to make any payment, in common with other Purchaser/s(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 other premises/units/areas/spaces in the Real Estate Project.

74. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

75.Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/sand the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

76.Notices

All notices to be served on the Purchaser/sand the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/sor the Promoters by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses aforesaid. It shall be the duty of the Purchaser/sand the Promoters 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 Promoters or the Purchaser/s; as the case may be.

77. The Purchaser/sand/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

78.Joint Purchaser/ss:

That in case there are Joint Purchaser/ss all communications shall be sent by the Promoter 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/ss.

79.Stamp Duty and Registration:

- (a) The Purchaser/sshall 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 sale and/or transfer of the said Premises and said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser/s" account.
- **(b)** The Purchaser/sand/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

80.Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

81.Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

82.Permanent Account Number

The Permanent Account Number of the Parties are mentionedaforesaid.

83.Interpretation:

- (a) In this Agreement where the context admits:
- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) any reference to the singular shall include the plural and viceversa;

- (iii) any references to the masculine, the feminine and the neuter shall include each other;
- (iv) any references to a "company" shall include a body corporate;
- (v) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
- **a.** an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
- **b.** that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
- **c.** references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

84. The Purchaser/s shall, immediately after the execution of this Agreement, lodge the same for Registration with the concerned Sub-Registrar of Assurances and shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number of the same which has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchasers alone.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land known as Plot No. 93, Sector- 6 in Village/ Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement 2149.46 Square meters or thereabouts and bounded as follows that is to say:

On or towards the North by - Plot No. A - 107

On or towards the South by - Plot no. 92

On or towards the East by - Plot No. A - 103

On or towards the West by - Proposed 15 Meters Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No	_on the	Floor , admeasuring _		Square feet (Carpet
Area) equivale	nt to	Square meters (C	arpet area) in	the Building/ Project
Known as "BL	.UE CREST" to	be constructed on Plo	t No. 93, Sect	or- 6, in Village/ Site
Karanjade of	12.5% (Erstwh	ile Gaothan Expansion	Scheme) Sch	heme, containing by
measurement	2149.46 Squai	re meters or thereabou	its and which	is more particularly
described in the	e First Schedule	e mentioned hereinabov	e.	

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY & THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PROMOTERS)
M/S ELINOR INFRA LLP)
Through its Partner/s)
MR. ANSHUL AGRAWAL)
IN THE PRESENCE OF)
1.	
2	
SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER/S)
MR)
)
IN THE PRESENCE OF)
1.	
2.	

RECEIPT

RECEIVED	OF	AND	FROM	THE	WI	THIN	NAMED	PUR	CHAS	SER/S	MR.
							, THE	SUM	OF R	S	/-
(RUPEES _						ONLY). BY H	IIM TC	US	BEING	THE
PART PAY	MENT	TOW	ARDS	THE V	VITHI	NMENT	IONED	AGRI	EED	MONET	ARY
CONSIDERA	ATION	ON	THE EX	XECUT	ION	HEREC	F AS	PER	THE	TERM	S &
CONDITION	S OF 1	THIS A	GREEME	ENT. (C	HFQI	JES SU	BJECT :	TO RE	AI ISA	TION)	

WE SAY RECEIVED

FOR M/S ELINOR INFRA LLP

MR. ANSHUL AGRAWAL

PARTNER/S

PAYMENT SCHEDULE: (Annexure "E")

The	said	consideration	of	Rs.			/-	(RUPEES
								ONLY)
shall b	pe paid	by the Purchaser	s to t	he Pror	noters in the designate	ed ba	ank ac	countas per
the fol	lowing s	scheduled manne	r:-					

SCHEDULE OF PAYMENT	PERCENTAGE OF
	PAYMENT
At a time of commencement of construction	20%
At a time of casting the plinth	15%
At time of casting the 2 nd slab	7%
At time of casting the 4 th slab	7%
At time of casting the 6 th slab	7%
At time of casting the 8 th slab	7%
At time of casting the 10 th slab	7%
At time of casting the 12 th slab	7%
At time of casting the 14 th slab	4%
At a time of brick work	4%
At a time of plastering work	4%
At a time of flooring work	3%
At a time of tilling work	3%
At a time of painting work	3%
At a time of final finishing work	2%
Total	100%

LIST OF AMENITIES:(Annexure "F")

FLOORING:

Vitrified Flooring in all rooms

KITCHEN:

- Granite Kitchen Platform with S.S. Sink of Nirali or equivalent make.
- Wall Tiles dado upto 7 ft height.
- Fridge, Water filter, Exhaust fan points.

DOORS:

- Decorative veneer finish main door.
- Decorative laminated flush internal doors.
- Good quality brass fixture & fittings.

WINDOWS:

- Anodized good quality aluminum sliding windows.
- Anodized good quality aluminum louvered window in toilets.

WALLS & PAINTS:

- Gypsum finished internal walls with acrylic distemper paint.
- Acrylic paint for external walls.

ELECTRIFICATION:

- Concealed copper wiring & fittings.
- Provisions of cable TV & Telephone points in living & master bedroom.
- AC Point provision in master bedroom.

BATH & WC:

- Designer glazed tiles dado upto 7 ft height.
- Good quality sanitary ware and fittings.
- Concealed plumbing with premium quality CP fittings.

WATER:

Underground and overhead water Tank with adequate water storage capacity.

TERRACE:

Special brickbat water proofing treatment.

SECURITY:

• Effective surveillance system.

LIST OF ANNEXURES:

Annexure "A" --Commencement Certificate and Development permission.

Annexure "B" – A Layout Plan of the said Plot.

Annexure "C" -- Report on Title

Annexure "D"-- Typical Floor plan of the said Premises.

Annexure "E" – The Payment Schedule.

Annexure "F" -- List of Amenities.

Annexure "G" -RCC Consultant details copy.

Annexure "H" - RERA Certificate

	DATED THIS
	M/S ELINOR INFRA LLP
	PROMOTERS
	AND
	MR.
	PURCHASER/S

	AGREEMENT FOR SALE OF FLAT TO Building Known as
	an tho
	"BLUE CREST" on Plot No. 33, 335
	"BLUE CREST" on Plot No. 93, Sector- 6, in Village/ Site Karanjade.
	"BLUE CREST" on Plot No. 33, 33
ELINOR	"BLUE CREST" on Plot No. 33, 336
ELINOR	"BLUE CREST" on Plot No. 33, Goods Site Karanjade. ************************************
ELINOR	"BLUE CREST" on Plot No. 33, 336

ex. ension