AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Mumbai on this ____ day of ______, 2021 (Christian Year Two Thousand and Twenty One)

BETWEEN

M/S. SHIV SAMRUDDHI DEVELOPERS, an Association of Persons **(AOP)** having its office at A-312, Ahura Centre, 82, Mahakali Caves Road, Andheri (East), Mumbai 400093, through its Authorized Member M/s. Shivkrupa Developers hereinafter referred to as the **"PROMOTERS"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said AOP, its constituents for the time being in force and their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

M/S. SHIVKRUPA DEVELOPERS, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932 having place of business at A-312, Ahura Centre, 82, Mahakali Caves Road, Andheri (East), Mumbai 400093 through its partners **(a) SHRI HARMEET SINGH RANBIRSINGH GUPTA, (b) SHRI VIKASH SHANTILAL KAWAR and (c) SHRI GURMEETSINGH RANBIRSINGH GUPTA,** hereinafter referred to as "**the CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Partners or the Partner for the time being and from time to time constituting the said Partnership Firm and the legal heirs, executors, administrators and assigns of the last surviving Partner) of the **SECOND PART**;

AND

~~**Mrs. Kalavati B. Dubey, Mr. Nilesh B. Dubey & Mrs. Dimple Nilesh Dubey**~~ ____________________________ having address at ~~**Flat No. 603, Heera Complex, Ambika Nagar, Jogeshwari East, Mumbai – 400 060**.~~ ____________________________________ hereinafter referred to as "**the Purchaser**" (in case of individual/individuals which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs, executors, administrators and assigns / in case of partnership firm, the Partners or the Partner for the time being and from time to time constituting the said Partnership Firm and the legal heirs, executors, administrators and assigns of the last surviving Partner / in case of corporate body like company and LLP its successors and permitted assigns) of the **THIRD PART**

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WHEREAS:

A. One Mr. Abdul Karim Riyazuddin was fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 573.50 sq. mtrs. bearing Survey No.33 (B), C.T.S. No.145 along with the structure standing thereon and known as "Karim" of Village Majas, Taluka Andheri, within the registration district and sub-district of Mumbai City and Mumbai Suburban, hereinafter referred to as **"the said Karim Properties"** and more particularly described **FIRSTLY** in the **FIRST SCHEDULE** hereunder written;

B. The said Mr. Abdul Karim Riyazuddin expired on or about 8th August, 2001 leaving behind him as his only heirs and legal representatives namely Mr. Abdul Rehman Abdul Karim Shaikh, Mr. Abdul Rahim Abdul Karim Shaikh, Mrs. Kaniz Abdul Rashid Shaikh, Ms. Sajia Abdul Rashid Shaikh and Ms. Shahina Abdul Rashid Shaikh;

C. The said heirs and legal representatives of Late Mr. Abdul Karim Riyazuddin namely Mr. Abdul Rehman Abdul Karim Shaikh, Mr. Abdul Rahim Abdul Karim Shaikh, Mrs. Kaniz Abdul Rashid Shaikh, Ms. Sajia Abdul Rashid Shaikh and Ms. Shahina Abdul Rashid Shaikh duly sold, transferred, conveyed and assigned all her undivided share, right, title and interest in the said properties **“Karim**” unto and in favour of one M/s. Samruddhi Infrastructures and Developers Pvt. Ltd. (hereinafter referred to as the “**said Samruddhi**”), on the terms and conditions and for the compensation as stipulated in the Deed of Conveyance executed on or about 7th August, 2007 and duly registered the same with the Sub-Registrar of Assurances, Andheri, Mumbai;

D. One Shri Jivatlal Pratapshi was seized and possessed of all that piece and parcel of land admeasuring about 1,641.30 sq. mtrs. bearing Survey Nos.33-A & 33-C, C.T.S. Nos.146, 146/1 to 25, 147, 147/1 to 14 of Majas Village, Taluka Andheri, along with the structure standing thereon and known as “Karim” of Village Majas, Taluka Andheri, within the registration district and sub-district of Mumbai City and Mumbai Suburban, hereinafter referred to as **“the said Pratapshi Properties”** and more particularly described **SECONDLY** in the **FIRST SCHEDULE** hereunder written;

E. The said Shri Jivatlal Pratapshi duly leased and assigned the said **“Pratapshi Properties”** unto and in favour of one Mr. Sharif Khan Abdul Shakur, for a period of 99 years, on the terms and conditions and for the compensation as stipulated in the Indenture executed on or about 25th February, 1958;

F. Due to certain reasons, since the said Mr. Sharif Khan Abdul Shakur could not develop the said **“Pratapshi Properties”**, he assigned and transferred all his share, right, title and interest and the leasehold rights in the said **“Pratapshi Properties”** unto and in favour of one Mr. Madhubhai Multani, on the terms and conditions and for the compensation as stipulated in the Deed of Assignment executed on or about 21st November, 1958;

G. The said Mr. Madhubhai Multani, in furtherance to the said lease rights assigned and transferred in his favour, duly developed the said **"Pratapshi Properties"** and constructed thereon several structures;

H. The said Mr. Madhubhai Multani expired on or about 2nd August, 1970 leaving behind him as his last Will and Testament namely Will executed on or about 24th May, 1969 and registered with the Sub-Registrar of Assurances, Bandra, under Serial No.1139 of 1969, thereby bequeathing all his rights in favour of his wife Mrs. Khatunbai Multani;

I. The said Mrs. Khatunbai Multani expired on or about 5th November, 1988, leaving behind her as her only heirs and legal representatives namely Mr. Abdul Razak Multani, Mrs. Qamrunnis Multani, Mrs. Bimrunnis Mohammed Hussain, Mrs. Nazmunnisa Multani and Mr. Gulam Rasool Mutani;

J. The said Mr. Abdul Razak Multani, Mrs. Qamrunnis Multani, Mrs. Bimrunnis Mohammed Hussain, Mrs. Nazmunnisa Multani and Mr. Gulam Rasool Mutani thereafter executed a Power of Attorney on or about 9th October, 2003 in favour of one M/s. Lalit and Associate Pvt. Ltd., thereby assigning, granting and transferring the development rights in the said **"Pratapshi Properties"** unto the said Company and also handed over the possession of the said properties to the said Company;

K. The said Mr. Gulam Rasool Multani filed a Petition bearing No.41 of 2005 in the Hon'ble Bombay High Court for seeking the Letters of Administration to the estates and effects of the said Late Mrs. Khatunbai Multani and the Hon'ble Court was pleased to grant the same in favour of Mr. Gulam Rasool Multani, accordingly, with the consent of the other heirs and legal representatives of the said deceased Mrs. Khatunbai Multani;

L. The said Mr. Abdul Razak Multani, Mrs. Qamrunnis Multani, Mrs. Bimrunnis Mohammed Hussain, Mrs. Nazmunnisa Multani and Mr. Gulam Rasool Mutani vide her letter dated 5th April, 2005, duly cancelled and terminated the rights granted by them to M/s. Lalit and Associate Pvt. Ltd. including the said Power of Attorney executed on or about 9th October, 2003;

M. The said Owner Shri Jivatlal Pratapshi, of the said "Pratapshi Properties" duly sold, transferred, conveyed and assigned all his share, right, title and interest in the said properties unto and in favour of the said Samruddhi vide Deed of Conveyance executed on or about 22nd December, 2006 and duly registered the same with the Sub-Registrar of Assurances, Bandra, Mumbai under No.BDR-9/342/2007 on or about 20th January, 2007;

N. The said Shri Jivatlal Pratapshi thereafter also executed a Deed of Rectification on or about 28th March, 2007 and duly registered the same with the Sub-Registrar of Assurances, Bandra, Mumbai under No.BDR-4/2266 of 2007, thereby certifying and declaring that he was the Owner of the said **"Pratapshi Properties""** in his individual capacity and not as a Partner of M/s. Jivatlal Pratapshi;

O. The said M/s Lalit and Associate Pvt. Ltd., through its Director Shri Lalit Chhaganlal Jain, addressed a letter dated 28th April, 2008, thereby accepting the cancellation of the said Power of Attorney and the said cancellation letter issued by the said Mr. Abdul Razak Multani, Mrs. Qamrunnis Multani, Mrs. Bimrunnis Mohammed Hussain, Mrs. Nazmunnisa Multani and Mr. Gulam Rasool Mutani in respect of the said **"Pratapshi Properties"**;

P. The said Mr. Gulam Rasul Multani in his capacity as the Administrator of the Estate of Late Mrs. Khatunbai Multani, duly executed a Deed of Surrender of Lease on or about 20th October, 2007 and duly registered the same with the Sub-Registrar of Assurances, Bandra, Mumbai under No.BDR-15/8759/2007 unto and in favour of the said Samruddhi herein in respect of the said **"Pratapshi Properties"**;

Q. Thus, the said Samruddhi herein is fully seized and possessed of or otherwise well and sufficiently entitled to the said properties i.e. all that piece and parcel of land admeasuring about 573.50 sq.

mtrs. bearing Survey No.33 (B), C.T.S. No.145 along with the structure standing thereon and known as "Karim" of Village Majas, Taluka Andheri, within the registration district and sub-district of Mumbai City and Mumbai Suburban, hereinafter referred to as **"the said Karim Properties"** and more particularly described **FIRSTLY** in the **FIRST SCHEDULE** hereunder written and all that piece and parcel of land admeasuring about 1,641.30 sq. mtrs. bearing Survey Nos.33-A & 33-C, C.T.S. Nos.146, 146/1 to 25, 147, 147/1 to 14 of Majas Village, Taluka Andheri, along with the structure standing thereon and known as "Karim" of Village Majas, Taluka Andheri, within the registration district and sub-district of Mumbai City and Mumbai Suburban, hereinafter referred to as **"the said Pratapshi Properties"** and more particularly described **FIRSTLY** in the **FIRST SCHEDULE** hereunder written. The property card in respect of the said Karim Properties and the said Pratapshi Properties have been amalgamated and more particularly described in the **SECOND SCHEDULE** hereunder written;

The said Karim Properties and the said Pratapshi Properties are hereinafter collectively referred to as the "**Project Land**".

R. Vide an Agreement dated 8th November, 2011, executed by and between the said Samruddhi and the Confirming Party herein, the parties thereto have agreed to develop the Project Land jointly on the terms and conditions contained therein (hereinafter referred to as **"the said Agreement"**). The said Agreement is duly stamped and registered with the Sub-Registrar of Assurances, Andheri-1, under Registration No.BDR-1/12590/2011. The said Samruddhi has also executed a Power of Attorney on 8th November, 2011 and 10TH March 2014 and duly registered with the Sub-Registrar of Assurances, Bandra under Nos. BDR-15-1985-2014, respectively, on the terms and conditions and for the compensation as stipulated therein. Copies of the Index II of the said Agreement and the Power of Attorneys are annexed hereto and collectively marked as **Annexure "A"**;

S. It was also agreed between the parties to the said Agreement that the construction work of the project shall be carried on as an Association of Persons known as “Shiv Samruddhi Developers” (the Promoters herein) and they will seek permissions from the concerned authorities in the name of the said AOP to be known as “Shiv Samruddhi Developers”;

T. The responsibilities, interests and liabilities in connection with the performance of the said parties in the Promoters herein have been duly recorded in a Supplementary Agreement dated 23rd December 2011 (hereinafter referred to as **“the said Supplementary Agreement”**);

U. Thereafter, as a result of further negotiations, the said Agreement has been duly modified, under a Rectification Agreement executed on 24th August 2015, duly registered with the Sub Registrar of Assurances at Andheri -1, under Serial No. BDR-15/7298/2015, executed between Samruddhi and the Confirming Party herein, the net area to be allocated to Samruddhi has been agreed to be reduced for the consideration and upon the terms and conditions therein contained (hereinafter referred to as **“the said Rectification Agreement”**);

V. In terms of the said Agreement, the said Supplementary Agreement and the said Rectification Agreement, the Promoters herein are entitled to sell and dispose of the said premises herein contained;

W. The Promoters have entered into a prescribed Agreement with Architect Mrs. Sheetal Nikhare of M/s. S.S. Associates, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and also appointed Mr. M. R. Patil as Structural Engineers for preparing structural designs and drawings and specifications of the New Building and the Purchaser accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the New Building unless otherwise changed;

X. The property bearing CTS Nos. 146, 146/1. 147, 147/1 to 14 out of the Project Land is declared as a Slum Rehabilitation Area by the Competent Authority vide Notification bearing No. - Unit-2/D-6/4(1)/SR-13/06 dated 25th January 2008. The property bearing CTS No. 145 out of the Project Land is not declared as a Slum Rehabilitation Area and is thus a Non Slum Plot;

Y. The Promoters have submitted to the Slum Rehabilitation Authority the plans for proposed construction on the Project Land (including the said Slum Plot as well as the Non Slum Plot) and received sanction to the same vide IOA as per file No. SRA/Eng/3151/KE/PL/AP dated 13th March 2020 for construction of one composite building consisting of residential and commercial premises building known as **"SWAPNAPOORTI"**, consisting of Ground plus 14 Upper Floors (hereinafter referred to as "**the New Building**"). The Promoters have also received Commencement Certificate bearing no. SRA/Eng/3151/KE/PL/AP (new) on 14th October 2015. The copies of IOA and Commencement Certificate are annexed hereto and marked as **Annexure "B" and Annexure "C"** respectively;

Z. While sanctioning the said plans for the New Building, the Slum Rehabilitation Authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while constructing the New Building. Accordingly, on due compliance thereof, by completion of the construction of the new building, the competent authority has now granted the Occupation Certificate for the said new Building on 09/10/2019. A Copy of the said Occupation Certificate is annexed hereto and marked as **Annexure "H"**;

AA. The Promoters having applied for area correction and amalgamation of the said properties, the same is duly done and the new Property Register Card for the duly amalgamated property consisting of C.T.S. No.145 admeasuring about 2,334.40 sq. mtrs. is issued by the competent authority and annexed hereto and marked as **Annexure "D"**;

BB. The development of the Project Land by constructing thereon the New Building, being one composite residential cum commercial building having 2 wings namely Wing "A" and Wing "B", presently comprising of Ground plus 14 upper floors with such proposed amendments thereto as set out in Recital DD hereunder is proposed as a "**Real Estate Project**" (hereinafter referred to as "**the Project**") by the Developer and the Developer is in process of registering the sale component of the Real Estate Project with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as "the **Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**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 (hereinafter referred to as "**RERA Rules**"). The Developer will be making the necessary applications for the registration of the Project. In any case, with the issuance of the Occupation Certificate, the said project does not now come within the ambit of G.S.T. and R.E.R.A.;

CC. Pursuant to the said Development Agreement, the Promoters having proposed and commenced construction of the New Building on the Project Land, which is duly completed and details of the Project are as under:

(i) The Promoters shall constructed one composite residential cum commercial building having 2 wings namely Wing "A" and Wing "B";

(ii) As per the sanctioned plans, the Wing "A" and Wing "B" consist of Ground and 14 upper floors;

(iii) The FSI to be utilized by the Promoters for construction of the Sale Portion is 4,381.14 square metres, out of which the regular FSI is 3,830.92 square metres and fungible FSI is 550.22 square metres. The constructed area to be provided to the acquirers of premises comprised in the free sale component in the New Building are hereinafter referred to as "**Sale Component**";

(iv) Further, the Promoter has proposed and made application to SRA to utilize additional 1,180.15 square metres over and above the FSI, as mentioned in para (iii) above for construction of additional 2 (Two) floors above the 14th floor of Wing "B" of the New Building containing tenements for free sale in the open market. The Promoter has further proposed to reduce 2 (Two) floors of Wing "A" of the New Building out of the proposed 14 (Fourteen) floors of Wing "A" of the New Building.

Accordingly, the New Building shall comprise of 2 (two) wings viz. Wing "A" consisting of ground plus 12 (Twelve) upper floors and Wing "B" consisting of ground plus 16 (Sixteen) upper floors.

(v) The Promoters shall be entitled to put its hoardings/boards or of its constituents in the form of neon signs, MS letters, vinyl and sun boards on the Project and on the façade, terrace, compound wall or other parts of the Project. The Promoters shall also be entitled to place, select and decide the hoarding / board sites;

(vi) The common areas, facilities and amenities in the said Project that may be usable by the Purchaser are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**");

(vii) The details of the formation of the Organisation (defined hereunder) and conferment of title upon the Organisation (defined hereunder) with respect to the Project are more particularly specified in Clause 10 below;

On demand from the Purchaser, the Promoters has given inspection to the Purchaser and the Purchaser has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to all the original documents of title relating to the New Building and all the plans, designs, construction schedule of the Project and specifications prepared by the Promoters' Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("**MOFA**") and Real Estate (Regulation and Development) Act, 2016 ("**RERA**") (hereinafter collectively referred to as "**the said Acts**") and the Rules made thereunder and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder;

DD. Copies of the following documents are annexed hereto as **Annexure's "E" to "H"** respectively:-

(i) CTS Plan **(Annexure "E")**;

(ii) Title Certificate **(Annexure "F")**; and

(iii) Floor Plan and specifications of the said Premises **(Annexure "G")**.

(iv) Occupation Certificate dated 9/10/2019 **(Annexure "H")**

EE. The Purchaser have satisfied themselves about the title to the said Plots and shall not make further investigations of title to the said Plot and no requisitions or objections shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title to the Said Plots. The Purchaser being fully satisfied in respect of the title of the Promoters in the New Building and the right of the Promoters to develop the said Property has/have approached the Promoters and applied for purchase of flat /unit/ commercial premises No. ~~**B/1301**~~______________ on the ~~**13th**~~__________floor, admeasuring ~~**33.81**~~______________ sq. metres carpet area in the New Building to be known as **"Swapnapoorti"**, to be constructed on the Project Land (hereinafter referred to as **"the said Premises"**) at the price and on the terms and conditions hereinafter appearing;

FF. It is clarified that the carpet area as defined herein above is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns of the Premises). However, the carpet area of the said Premises in the presently approved plans (as approved by the Competent Authority in accordance with the provisions of the applicable DCR) is reflected as **~~33.81~~**____________ in square metres;

GG. Pursuant to the purchase of aforesaid Flat / Premises, the Promoters have also allotted ~~Zero~~ __________ reserved car parking space to Purchaser for his/her/their exclusive use.

HH. Relying upon the acceptance of compliance of covenants contained in this agreement on the part of the Purchaser, the Promoters and/or the Confirming Party agree to sell to the Purchaser and the Purchaser have agreed to purchase the said Premises at the price and on the terms and conditions hereinafter appearing.

II. Prior to the execution of this Agreement, the Purchaser have paid to the Promoters a sum of **Rs.~~67,50,000~~_____________/-** (Rupees ~~Sixty Seven Lakh Fifty Thousand~~__________________________ only) as Earnest Money (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser have agreed to pay to the Promoters the balance consideration of the said purchase price in the manner hereinafter appearing.

JJ. The Permanent Account Number of the parties hereto is as under:

Name of the Party entitled to receive consideration	**PAN**
M/S. SHIV SAMRUDDHI DEVELOPERS (The said Promoters)	AAHAS1819D
M/S. SHIV KRUPA DEVELOPERS	ABXFS3191C

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(The Confirming Party)

The Permanent Account Number of the Purchaser

~~Mrs. Kalavati B Dubey BPYPD2012M~~

~~Mr. Nilesh B Dubey AKNPD7682C~~

~~Mrs. Dimple Nilesh Dubey BLTPD8436N~~

~~(Purchaser)~~

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KK. The Promoters are required to execute an agreement for sale of said Premises in favour of the Purchaser being these presents and also to register the same under the Registration Act, 1908.

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

1. The aforesaid recitals, schedules and annexures contained herein shall form an integral and operative part of this Agreement as if the same were set out and incorporated in verbatim.

2. The Promoters shall construct or cause to be constructed one residential cum commercial building having 2 wings namely Wing “A” and Wing “B” both comprising of Ground plus 14 upper Floors, with such proposed amendments thereto as set out in Recital CC hereinabove recited, to be constructed on the Project Land and to be known as “**SWAPNAPOORTI**” (or such other name as may be decided by the Promoters and/or the Confirming Party) (hereinafter referred to as the “**New Building**”). The New Building shall consist of residential and Commercial Premises as per the plans and specifications approved by Slum Rehabilitation Authority (SRA), which have been seen and approved by the Purchaser with such variations and modifications as the Promoters may consider necessary or may be required by the concerned local authority / Government to be made in them; Provided that the Promoters shall obtain prior consent of the Purchaser in respect of such variations/ modifications which may adversely affect the area and the location of the said Premises agreed to be acquired by the Purchaser under this Agreement; The Promoters may also make

such minor additions and alterations as may be required by the Purchaser/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

PROVIDED FURTHER THAT the Promoters shall be entitled to make modifications, variations, additions or alterations to the New Building or any part thereof, as may be required by the Promoters from time to time, by obtaining 2/3rd consent of concerned affected person/s in the New Building or any part thereof, as the case may be. It is clarified that the consent of those purchaser/s whose premises are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required.

3. **PURCHASE OF THE PREMISES AND SALE CONSIDERATION**:

3.1 The Purchaser hereby agrees/s to purchase from the Promoters, the Premises No. **~~B/1301~~**___________, on the **~~13th~~** ___________Floor of the New Building (hereinafter referred to as the "**said Premises**"), more particularly described in the Fourth Schedule hereunder written at or for the lumpsum consideration of Rs. ~~67,50,000~~_____________/-(Rupees ~~Sixty Seven Lacs Fifty Thousand~~___________________________ only). The said Premises shown by Red outline on the floor plan being **Annexure - "G"** hereto.

Carpet area as per RERA is **~~33.81~~**____________ Sq. mtrs.

Carpet area (net usable area) as per RERA is **~~33.81~~**______ Sq. mtrs.

at and for the lumpsum price of **Rs. ~~67,50,000~~___________/- (Rupees ~~Sixty Seven Lacs Fifty Thousand~~______________________ only).** together with ~~Zero~~ ________Car Parking (hereinafter referred to as the said "**Car Parking**") (all aforesaid hereinafter collectively referred to as "**the said Premises**") including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written. The aforesaid consideration agreed to be paid under this Agreement is only for the carpet area of the said Premises.

3.2 The said Car Parking Space, if mentioned herein, is only as an amenity space free of cost and being allotted and not sold along with the said Flat being sold to the Purchaser herein.

3.3 The percentage of the undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said Premises shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the New Building. The nature, extent and description of the common areas and facilities are more particularly described in **Third Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoters are listed in the **FIFTH SCHEDULE** hereunder written.

3.4 It is specifically agreed between the parties hereto that with respect to the said premises, wherever the area thereto is mentioned, at the time of taking over possession of the said Premises, the Purchaser at his/her/their own discretion shall get the same measured and if any difference in the area of the said Premises is found, if there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Promoters shall refund the excess money paid by Purchaser within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoters shall demand an additional amount from the Purchaser towards the Sale Consideration, which shall be payable by the Purchaser prior to taking possession of the Premises.

3.5 The said consideration of Rs. ~~67,50,000~~____________/-(Rupees ~~Sixty Seven Lacs Fifth~~

~~Thousand~~ ______________________________ only) shall be paid by the Purchaser to the Promoters in the following manner: within seven days of the Promoters intimating in writing to the Purchaser that the said Premises are ready for occupation in terms of Agreement herein.

3.6 The Purchaser shall pay the said entire sale consideration and each of the installments thereto to the Promoters after deducting there from 0.75% as per the provisions of Section 194-1A of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 working days from the payment thereof. In addition to the said consideration, the Purchasers shall also be liable to bear and pay all relevant taxes proportionately as Applicable in addition to the aforesaid installment. Time as to payment of each of the installments shall be of the essence and the Purchaser shall be liable to pay interest at the rate specified in the RERA rules, on all delayed payments including delay in payment of the service tax as applicable from the due date till the date of payment thereof.

3.7 The Promoters shall send to the Purchaser, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the purchase price from the Purchaser as and when the same falls due as stated hereinabove by issuing the Cheque/Pay Order/Demand Draft, in the name of the Promoters only i.e. in favour of **"S S D – Master Collection RERA A/C"**. Such installments shall be payable by the Purchaser strictly within the period mentioned in such intimations/Demand Notes.

3.8 The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoters shall enclose the said notification/order/rule /regulation/demand, published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

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

3.10 (i) The said Car Parking/s are provided as an irrevocable amenity however the Purchaser will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the Organisation (defined hereunder) to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the Organisation (defined hereunder) to be formed by them. The said Car Parking/s number/s shall be allotted to the Purchaser at the time of handing over the said Premises for Possession.

(ii) It is the necessity and requirement of the prospective purchasers that various parking spaces be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters are keeping a register / record of such designations / selections of parkings to be done by the purchasers from the Organisation (defined hereunder) to be formed by them. The Purchaser herein agrees and confirms that he/she/they shall not raise any objection to the designations / selections of parkings done / to be done by the Promoters for other purchasers in the New Building and accepts the designation of the said Car Parking/s allotted to the Purchaser herein.

3.11 The Purchaser is/are aware that as per present statute, GST is leviable / applicable on the Sale Consideration payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. the Purchaser hereby undertake(s) to pay the amount of the GST along with each installment as mentioned in clause 4 above and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax / GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government and/or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or rates of aforesaid taxes levied is increased on account of revision by Authorities, The Purchaser shall be solely and exclusively liable to bear and pay the same and the Purchaser do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

4. Time is of the essence for the Promoters as well as the Purchaser.

The Promoters shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Purchaser after receiving the Occupation Certificate in respect thereof and the common areas, facilities in the Project that may be usable by the Purchaser which are listed in the **THIRD SCHEDULE** hereunder written. Thus, with the issuance of the Occupation Certificate presently, the Purchaser is entitled to the possession of the said Flat by payment of all charges, amounts, expensed, costs, etc. as set out herein and as mutually agreed thereto.

Similarly, the Purchaser shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

5. The Promoters may avail from banks/financial institutions loan / financial assistance for development of the said Project Land including construction of the New Building in which the said Premises is situated and as a security for the payment thereof it may create security on the said Project Land together with the New Building to be constructed in which the said Premises is situated (but without encumbering or creating charge / mortgage on the said Premises). The Purchaser hereby consent/s to the Promoters availing such loan and/or financial assistance on such terms and conditions as the Promoters may deem fit and proper, without however the Purchaser being responsible in any manner for repayment of loan along with interest and/or incurring liability of any manner whatsoever, finalized or otherwise.

6. The Purchaser hereby agrees, accepts and confirms that the Promoters proposes to develop the Project (including by utilization of the development potential) on the said Project Land in the manner more particularly set out in **clause 2** hereunder written and as depicted in the plans, proformas and specifications and the Purchaser has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard. The Promoters have disclosed the Floor Space Index of 1,180.15

sq. metres as proposed to be utilized by it on the said Project Land in the Project and the Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters and Owners.

7. **Possession Date, Delays and Termination**:

The Occupation Certificate having been issued presently, the promoters shall be paid all the amounts due and payable thereto by the Purchaser and thereafter the Purchaser shall avail of the physical possession of the said new Flat, accordingly.

8. Without prejudice to the right of Promoters to charge interest as specified in the RERA Rules, on the Purchaser committing a) on the Purchaser committing 3(three) defaults of payment on the due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or on the Purchaser committing three defaults of payment of installments of the Sale Consideration, the Promoters shall be entitled at their own option to terminate this Agreement and upon such termination, the Purchaser shall cease to have any right, or interest in the said Premises or any part thereof. Provided always that the power of termination herein contained shall not be exercised by the Promoters unless and until the Promoters have given to the Purchaser fifteen day's prior notice in writing to the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Upon such termination, the Promoters shall call upon the

Purchaser to execute the Deed of Cancellation and present the same for registration. The Purchaser shall be bound to present himself/herself/themselves at the Sub Registrar's Office within a period of 15 days from the date of receipt of such Notice from the Promoters. In the event of the Purchaser failing to execute and cause registration of the Deed of Cancellation of this Agreement, within the said period of 15 days, this Agreement shall stand terminated and cancelled ipso facto.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Purchaser; and (ii) the Promoters shall be entitled to adjust and recover from the Purchaser (a) pre-determined and agreed liquidated damages equivalent to 10% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Termination Notice, (d) the amount of interest payable by the Purchaser in terms of this Agreement from the date of default in payment till the date of Termination Notice as aforesaid. Further, upon termination of this agreement, the Promoters shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc and the balance, if any, of such refund shall be refunded to the Purchaser within a period of thirty days of the termination, the installments of Sale Consideration of the said Premises which may till then have been paid by the Purchaser to the Promoters.

It is further agreed and understood that irrespective of the fact even if the Purchaser has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration/installment and/or interest payable by the Purchaser to the Promoters under these presents for any reason or cause whatsoever, the Purchaser alone shall personally be liable or responsible to pay the amount of installment/s with interest (if so delayed in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay such amount/s so due and payable to the Promoters from his/her/their own source of income. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser/s and/or his/her/their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is however clarified that on the Promoters cancelling the allotment of the said Premises and termination of this Agreement, the Promoters after deducting liquidated damages and other charges as per this clause, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who had disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of necessary writing/documents and the balance, if any, of such refund shall be refunded to the Purchaser.

9. (i) In lieu of the issuance of the Occupation Certificate from the SRA, and upon payment by the Purchaser of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Premises to

the Purchaser in writing ("**Possession Notice**"). The Purchaser agrees to pay the maintenance and all other charges as determined by the Promoters or the Organisation (defined hereunder), as the case may be. The Promoters hereby intimate the Purchaser of the issuance of the Occupation Certificate of the Project and physical possession to be offered accordingly, only on realization of the entire sale consideration by the Promoters and not otherwise.

(ii) The Purchaser shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoters as per Clause 16(i) above, the Purchaser shall take possession of the said Premises from the Promoters by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Purchaser . Irrespective of whether the Purchaser takes or fails to take possession of the said Premises within the time provided in Clause 16(ii) above, such Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoters.

(iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Purchaser shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Project and the said Project Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Until the Organisation (defined hereunder) is formed and the Transfer in favour of the Organisation is duly executed and registered, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Purchaser further agrees that till the Purchaser 's share is so determined by the Promoters, at its sole discretion, the Purchaser shall pay to the Promoters a provisional monthly contribution mentioned in clause 12 herein below per month towards the outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until the Transfer in favour of the Organisation is duly executed and registered. On the execution of the Transfer in favour of the Organisation, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoters to the Organisation.

(v) Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Purchaser of the said Premises and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoters in such circumstances the Promoters herein shall be entitled to recover the same from the Purchaser along with interests and Purchaser herein shall pay the same to the Promoters within stipulated period as may be informed by the Promoters to the Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoters. The Purchaser herein with due diligence has accepted aforesaid condition.

10. It is expressly agreed that –

(i) It shall be the discretion of the Promoters to decide whether to submit the said Property and the New Building to the provisions of the Maharashtra Apartment Ownership Act, 1970 for forming or registering a Condominium or a Cooperative Society or for incorporating a limited company (**"the Organisation"**).

(ii) The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoters and of the Purchaser of the other Premises in the New Building.

(iii) The Promoters shall at his discretion (after the sale of the all the Premises in the New Building and after receiving the entire sale proceeds in respect of the same) either convey the said Property to the Association or execute a Deed of Conveyance in favour of the Association;

(iv) In the event of the Association being formed and registered before the sale and disposal by the Promoters of all the Premises in the New Building, the power and authority of the Association so formed or of the Purchaser and all the Purchaser of the other premises in the New Building, shall always be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the New Building, the construction of additional floors thereon and all amenities pertaining to the same and in particularly the Promoters have the absolute authority and control as regards all the unsold premises in the New Building and the disposal thereof. The Promoters shall be liable to pay the municipal taxes at actuals only in respect of the unsold premises. In case, an Conveyance is executed in favour of the Association, before the disposal by the Promoters all the unsold Premises in the New Building, then and in such event, the Promoters shall join in as the Promoters/Members in respect of such unsold premises and as and when such premises are sold to the persons of her choice and at the discretion of the Promoters, the Association as the case may be, shall be bound to admit as members, the Purchaser of such Premises without charging any premium or other extra payment or charges.

(v) The Purchaser along with the Purchaser of other premises in the New Building shall whenever called upon by the Promoters, join in forming and registering the Society under the Maharashtra Cooperative Societies Act, 1960 or a Condominium under the Maharashtra Apartment Ownership Act, 1970 or a Limited Company under the Companies Act, 2013 (hereinafter for the sake of brevity referred to as **"Association of Premises Holder"**) to be known by such name as the Promoters may decide to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Association of Premises Holders and for becoming a member, including byelaws of the proposed Association of Premises Holders and duly filled in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the Organisation of Premises Holders. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(vi) All the documents necessary for the formation and registration of the Association of Premises holders, shall be prepared by the Advocates and Solicitors of the Promoters. All costs, charges and expenses, including and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid by all the Purchaser of the Premises in the New Building, in the same proportion to the built up area of respective Premises which bears to the total built up area of all the Premises in the New Building.

11. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM/SRA and any other authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser /s, obtain from the concerned local authority occupation certificate in respect of the said Premises. The promoters having duly complied with the approved plans, the competent authority has now issued the Occupation Certificate, as mentioned hereinabove and as annexed hereto and thus putting an end to the due compliance of the obligations on the part of the Promoters.

12. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said Premises or the New Building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. This is however, subject to the Purchaser not making any structural changes in the said premises.

13. It is expressly agreed by and between the parties hereto that:

(i) The Promoters hereby declare that they are entitled to consume the available floor space index ("**F.S.I.**") as set out in Recital DD on the New Building under construction on the said Project Land;

(ii) The Promoters hereby reserves their right to construct 2 upper floors above the 14th floor of the Wing "B" of the New Building by consuming the FSI of approx. 1,180.15 square metres, which may be sanctioned by the competent authority under the relevant provisions of law or in the alternate the Promoters may sell the balance unconsumed FSI in open market and/or utilize the same on any other property. The Promoters further reserve their right to reduce, if required, two upper floors of the Wing ”A” of the New Building;

(iii) The entire unconsumed and residual F.S.I., available out of the present sanctioned FSI as set out hereinabove and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the F.S.I. as also the F.S.I. which may be available till execution of the Transfer Document in respect of the said Project Land as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoters and the Owner in terms of the provisions contained in the said Development Agreement, and neither the Purchaser herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(iv) The Promoters shall be entitled to and have a right, if they so desire, to amalgamate the said plot with any one or more of the adjoining properties and to utilize the F.S.I. thereof, inter alia, on the said Plot and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the MCGM/SRA and the other concerned authorities;

(v) If the Floor Space Index (F.S.I.) in respect of the said Plots is increased and/or additional construction is possible on the said Plots on account of increase in F.S.I. and/or Transferable Development Rights (T.D.R.) originating from any other Property or on account of portions thereof coming under D.P. Road / Setback and/or T.D.R.-FSI of other properties, being available for being used on the said Properties (and/or on amalgamated property as the case may be, the Promoters shall be entitled to utilize such additional FSI, including by amending the present layout of the said Plot subject to the necessary permission /sanction being granted by the MCGM/SRA and all other concerned authorities, and construct additional built up areas as and by way of additional floors and by way of (i) additional floors on the New Building and/or (ii) construction of additional wing/s to the New Building and/or (iii) construction of additional building/s. For the purposes aforesaid, the Promoters shall be entitled from time to time to vary, amend and/or alter the layout plan/Building plans in respect of the New Building without in any manner altering the area and the location of the said Premises and carry out construction work accordingly. The Purchaser hereby irrevocably agrees and gives his/her/their express consent to the Promoters for carrying out amendments, alternations, modifications, and/or variations in the layout plan/Building plans for the aforesaid purpose or such other purpose as may be deemed fit by the Promoters or required by MCGM/SRA and to put up construction accordingly, so long as the total area of the Said Premises and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Purchaser' consent contemplated by the relevant provisions of the Maharashtra Ownership Flats Act, 1963 and/or the RERA. The Purchaser shall not raise any objection or cause any hindrance in the said development/ construction by the Promoters on any grounds whatsoever. The Purchaser hereby agrees to give all the facilities and assistance that the Promoters may require from time to time, but at the cost and expenses of the Promoters, so as to enable the Promoters to complete the development of the said Plot in the manner that may be determined by the Promoters. PROVIDED ALWAYS that if such additional construction is carried out after the possession of the said Premises is handed over to the Purchaser, no construction activity shall be carried out between 8 pm to 7 am and no construction activity shall be carried on Sundays and bank holidays. It is expressly agreed by the parties that the Promoters are and shall be entitled to sell and transfer on Ownership basis or otherwise for their own benefit the additional flats that may be constructed by them, as aforesaid;

(vi) The Promoters shall be entitled to the entire unconsumed and residual FSI in respect of the said Project Land whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("**TDR**"), availability and increase of FSI/TDR, floating FSI, fungible FSI and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Property including the said Property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters and/or Owner for utilization and consumption on the said Property and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Project Land and neither the purchaser/s nor the

Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(vii) The Promoters shall be entitled to modify the building plans in respect of the proposed building, in such manner as he may deem fit, without however, in any manner prejudicially affecting the said Premises proposed to be acquired by the Purchaser;

(viii) Notwithstanding anything to the contrary contained herein, the Promoters shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the Project and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoters in their sole and unfettered discretion and as may be permitted by law;

(ix) The Promoters have constructed premise/s with or without pocket terraces and the Promoters and the Owners, as the case may be shall be entitled to sell the same on ownership basis and/or otherwise dispose off the same as they may deem fit and proper. The Purchaser herein shall not be entitled to raise any objection of whatsoever kind or nature and shall not have any claim, right, title or interest therein;

(x) Such premises with pocket terrace when sold and/ or allotted and/ or earmarked by the Promoters and the Owners, as the case may be, the purchasers of such premises shall be exclusively entitled to the use of the terraces sold and/ or allotted to him/her/them. Provided however that such terrace shall not be enclosed by such premise/s purchaser till the permission in writing is obtained from the concerned local authority;

(xi) All such new and additional tenements, flats, units, premises, buildings and structures shall absolutely and exclusively belong to the Promoters and neither the Purchaser herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters, as the case may be, shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser nor the Common Organization shall raise any dispute or objection thereto and the Purchaser hereby grants his / her / their irrevocable consent to the same;

(xii) The Common Organization shall admit as its members all purchaser's of such new and additional flat / units / premises / tenements whenever constructed on the New Building;

(xiii) The Purchaser shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause or to the Promoters and/or the Owners exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Sale Consideration due to the same nor shall they claim any compensation or damages from the Promoters and/or Owner due to the same on any ground whatsoever;

(xiv) It is agreed and understood that at any time before the execution of the Transfer Document of the said Project

Land and the New Building in favour of the Common Organisation, the Promoters shall be entitled to amalgamate the said Property with any other adjacent property which it may have already purchased / acquired, or which it may hereafter purchase / acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Project Land in accordance therewith. The Purchaser shall not raise any objection to or dispute such amalgamation of the said Project Land by the Promoters;

(xv) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the Project Land;

(xvi) After the Promoters obtains the Occupation Certificate / Completion Certificate in respect of the said premises mentioned herein, the Purchaser shall also execute such other documents such as Indemnity, Declaration, Undertaking, Supplementary Agreement, etc. as might be required by the Promoters; and

(xvii) The Promoters shall not be required to take any further permission of the Purchaser for the exercise by the Promoters of its rights reserved herein above. The consent herein shall be considered as the Purchaser consent.

14. The Promoters shall be at liberty to sell, assign, transfer, lease, give on leave and license, create security of, utilize for her own use or for her nominee/s, or otherwise deal with all other Premises in the New Building or otherwise deal with right, title and interest in the New Building in any manner as they in their sole discretion may deem fit.

15. Except in respect of the said Premises hereby agreed to be acquired, the Purchaser shall have no claim whatsoever in any

other Premises in the New Building or in the said plot or any part thereof. All open spaces and unallotted Premises and other spaces in the said plot and in the New Building will remain the property of the Promoters until the Deeds of Apartment in respect of all the flats in the new Building are executed by the Promoters or the whole of the said Plot, less the set-back area, if any, together with the New Building is transferred to the Condominium / Cooperative Society or the Limited Company as the case may be, as herein mentioned but even then subject to the rights of the Promoters under this Agreement.

16. After the possession of the said Premises is handed over to the Purchaser/s, the Purchaser shall not be permitted to carry out any structural additions or alteration in the said Premises or the New Building and the Promoters shall not be responsible, if additions and alteration are done in the said Premises or the New Building by the Purchaser or occupier, in violation of the building regulations. The Purchaser shall indemnify and keep indemnified the Promoters, her agents / servants etc. against any loss, damages, action, suit by any concerned authorities and/or any person or persons for such action.

17. Unless it is otherwise agreed to by and between the parties hereto after the completion of the development of the complete layout, the Promoters shall cause the said Samruddhi to execute a Transfer Document of the Project Land and the New Building in favour of the Common Organization with the right to re-construct / repair the New Building in the event of the same being destroyed or damaged or rendered unusable.

18. Commencing a week after notice in writing is given by the Promoters to the said Purchaser in lieu of the issuance of the OC, in respect of the New Building and the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Premises) of outgoings in respect of the said Property and Building, namely local taxes, lease rent, betterment charges or such other levies by the concerned local authority and/or Government Water

charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and Building. Until the Society / Condominium / Limited Company is formed and the said Property and building is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser' share is so determined the Purchaser shall pay to the Promoters provisional monthly contribution per month as may be decided by the Promoters from time to time towards the outgoings. The decision or amounts so levied or raised by the Promoters shall be final and binding and shall not be challenged or disputed / objected to by the Purchaser. The amounts so paid by the Purchaser to the Promoters shall be non-refundable and shall not carry any interest and shall be utilized by the Promoters for payments, taxes, outgoings for a period of 12 months from the date of possession for fit outs. The Purchaser shall not demand or ask for accounts from the Promoters for the aforesaid amount. The Promoters shall hand over the management and affairs of the New Building to the Common Organization or Ad-hoc committee, as the case may be, on completion of 12 months. Thereafter, the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5^{th} day of each and every month in advance to Common Organisation / Adhoc Committee and shall not withhold the same for any reason whatsoever and non payment for 3 (three) consecutive months shall be construed as default under this Agreement and as may be decided by the Promoters thereafter. The decision or amounts so levied or raised by the Promoters shall be final and binding and shall not be challenged or disputed / objected to by the Purchaser.

19. The Purchaser hereby agrees that in the event if any amount by way of development and/or betterment charges, premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other tax or statutory dues or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Purchaser to the Promoters at actuals and in

proportion of the area of the said Premises agreed to be acquired by the Purchaser and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.

20. The said Premises are intended and shall be used for such purposes only as permitted as per the D.C. Regulations and sanctioned by the MCGM/SRA and the Purchaser shall not use the said Premises or any part or parts thereof for any other purposes whatsoever unless permitted in writing by the Promoters as well as by the concerned local authority. The Purchaser shall use the /open/stilt parking space only for the purpose of parking the Purchaser's own vehicles and for no other purpose. The part /pocket terrace, if any, attached to any Premises is to be used as terrace and not for any other use nor the same or any part thereof will be covered or roofed in any manner nor any structure will be put thereon. The common servant toilet/s if any shall be used by purchaser's domestic servants /security and other employees of the Condominium / Society / Limited Company and will not be permitted to be used by anyone else or for any other purpose.

21. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance / transfer is executed in favour of the Society or Condominium or a limited company by way of deeds of apartments in favour of various Purchaser as aforesaid. Subject to the provisions of Section 6 of the said Act, on such transfer being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company or the condominium, as the case may be. The Purchaser undertake/s to pay her share of such provisional contribution and such proportionate share of outgoings as and when demanded by the promoters and shall not withhold the same for any reason whatsoever.

22. All the taxes whether applicable / payable or which become in future including Service Tax / GST / VAT shall be to the account of and borne and paid by the Purchaser.

23. The Promoters shall be entitled to sell, let, sub-let give on leave and license or any other basis, part of the New Building for any use subject to the permission of the concerned authority (if any), required as also give advertisement rights, electronic advertisement on the exterior of the New Building in the compound, top terrace and to recover charges, rent, compensation, fees etc. and Purchaser subject to above, hereby gives its consent to any lawful use thereof by the Promoters. The Purchaser and/or her common organization shall have no share, right, title or interest of any nature on all the aforesaid premises. It is however agreed by the Promoters that under no circumstance the Promoters shall be entitled to put mobile antenna, advertisement on/or outside the glass portion of the Purchaser's premises.

24. The Purchaser shall on or before, delivery of possession of the said Premises keep deposited with the Promoters and/or pay to the Promoters the following amounts: -

(i) Rs. 10,000/- (Rupees Ten Thousand only) for legal charges.

(ii) Rs. 600/- (Rupees Six Hundred only) for share money and entrance fees.

(iii) Rs.25,500/- Rupees Twenty Five Thousand and Five Hundred only) for formation and registration of the said Common Organization.

(iv) Rs.~~56,784~~______________/- (Rupees ~~Fifty Six Thousand Seven Hundred Eighty Four~~________________________ only) towards 12 months advance monthly outgoings of fixed sum of Rs.13/- per sq. ft. carpet area per month for proportionate share of taxes and other outgoings.

(v) Rs. 25,000/- (Rupees Twenty Five Thousand only) towards deposit for water meter and electric meter and costs of electric sub-station and cables.

(vi) Rs. ~~58,240~~_____________/- (Rupees ~~Fifty Eight Thousand Two Hundred Seventy Five~~ _________________________ only) calculated @ Rs. 160/- per sq. ft. carpet area towards proportionate share of development charges.

(vii) Balance of service tax / VAT / GST if any applicable as per this Agreement.

25. The above amounts are not refundable and no statements will be required to be given by the Promoters to the Purchaser individually in respect of the above amounts deposited by the Purchaser with the Promoters. The amounts as mentioned in this Clause shall be deposited by the Promoters in a separate bank account.

The Promoters shall have absolute right to bifurcate, allocate, utilize, incur expenses, spend monies towards maintenance charges and outgoings for the New Building and the Promoters shall, in the interest of the Purchaser/s, take decisions regarding the type, mode, quality of services to be provided in the New Building including for security services, maintenance, cleaning, number of personnel to be employed for the same etc.

The Promoters shall maintain a separate account in their books in respect of the amounts received by the Promoters from the Purchaser. The said total amounts shall not carry any interest and shall remain with the Promoters until the management of the New Building is handed over by the Promoters to the Organisation and registered as detailed hereinabove, whereupon the same shall be paid over by the Promoters to the Organisation, after deducting and utilizing, appropriating and adjusting amounts therefrom, the expenses made for the purpose for which they have been received or otherwise. The Promoters shall be liable to render account of such amounts only to the Organisation and not individually to the Purchaser, at any time.

26. In the event of any portion of the said land being notified for Set Back / D.P. Road or other reservations, the Promoters alone shall

be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Organisation shall not be entitled to same or any part or portion thereof.

27. It is further agreed between the Promoters and the Purchaser that the Purchaser shall reimburse to the Promoters all refundable deposits paid by Promoters but not covered by Clause 23. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM, Government and/or any other Public Authority in respect of the said Property described in the Second Schedule hereunder written and/or the New Building standing thereon, the same relating to the period after the Purchaser is put in possession of the said Premises shall be borne and paid by the Purchaser in proportion to the carpet area as per MOFA occupied by him.

28. The Promoters agrees and undertakes that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MCGM or Metropolitan Commissioner or any other authority for conveyance of the said Project Land and the New Building in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Purchaser/s.

29. The Purchaser has:

(i) taken inspection of all relevant documents and has satisfied himself fully in respect of the Owner's title to the said Property and the Promoters' title to develop the said Project Land and the said Premises prior to the execution of this Agreement and the Purchaser doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and

(ii) read and understood and is fully aware of the terms and conditions of the said Agreements, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters rights, liabilities and responsibilities there under and in respect of the said Project Land and the New Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser relying on the assurance and declaration of the Purchaser that he / she / they has/have no objection to the same.

30. The Promoters hereby represents and warrants to the Purchaser as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate:

(i) The Promoters has a clear and marketable title and has the requisite rights to carry out the development upon the said Property. In accordance with the said Development Agreement and also has actual, physical and legal possession of the New Building for the implementation of the Project;

(ii) The Promoters has the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Project and shall obtain the requisite approvals from time to time to complete the development of the Project;

(iii) There are no encumbrances upon the Project;

(iv) There are no litigations pending before any Court of law with respect to the Project;

(v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project shall be obtained by following the due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the common areas;

(vi) The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

(vii) The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land and the said Premises, which will, in any manner, affect the rights of the Purchaser under this Agreement;

(viii) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

(ix) At the time of the execution of the Transfer in favour of the Organisation, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project as detailed in the **Third Schedule** hereunder written to the Organisation;

(x) The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till the Transfer to the Organsiation and thereupon the same shall be borne by the Organisation; and

(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 said Project Land) has been received or served upon the Promoters in respect of the said Property and/or the Project, save and except those disclosed to the Purchaser.

31. After the Promoters executes this Agreement, it 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 who has taken or agreed to take the said Premises.

32. This Agreement may only be amended by the written consent of the both the Parties hereto.

33. The Purchaser for themselves with an intention to bind all successors or the persons into whose hand the said Premises may come, hereby covenant with the Promoters as follows:

(a) The Purchaser (s) has/ have gone through the terms and conditions as set out in the said Agreement, the said Supplementary Agreement and the said Rectification Agreement and hereby undertake(s) to abide by the same. Further, the Purchaser (s) is/are aware that the Promoters shall cause Owner to transfer its rights in respect of the said new Building along with land, the units comprised therein and the New Building as and by way of a Conveyance. The rights and entitlements of the Purchaser (s) hereunder are subject to the terms and conditions of the Development Agreement and Supplementary Agreement;

(b) To maintain the said Premises at Purchaser's own cost in good tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffered to be done anything in or to the said Premises and the New Building in which the said Premises is situate including its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the New Building in which the said Premises is situated and to the said Premises itself or any part thereof;

(c) 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 New Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the New Building in which the said Premises is situated including entrances of the New Building in which the said Premises is situated and in case any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

(d) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the New Building in which the said Premises is situated or the said Premises which may be governed under the Rules and Regulations and bye-laws of such Housing Society/ Condominium/ Limited Company, the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority;

(e) 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 New Building in which the said Premises is situated and to keep the land, sewers, drains, pipes in the said Premises and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the New Building/s in which the said Premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC pardis or other structural members in the Premises;

(f) Not do or suffer to be done anything in the said Premises or to the New Building or the said Premises which is in contravention of this Agreement. And in the event of the Purchaser committing any act in contravention of this Agreement, the Purchaser shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;

(g) 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 whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the said Common Organization and in the event of so such damage the Purchaser shall indemnify the Promoters and/or the Common Organization for the same;

(h) The Purchaser shall not dry clothes in any area visible on the outside, else the Purchaser shall be liable to pay to the Promoters Rs. 5,000/- (Rupees Five Thousand only) per day.

The Purchaser shall not place, keep or install exhaust fan or any other devices in patio area (if any), and further, the Purchaser shall do not do any act that spoils the external elevation of the New Building in which the said Premises is situated;

(i) The Purchaser shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed failing which the Purchaser shall be liable to pay Rs.10,000/- (Rupees Ten Thousand) per day till such time he/she/they continue/s to use the said area of flower bed for any other purpose;

(j) The Purchaser shall fix/fit only split A/c and fix compressors only in area provided for that purpose, failing which the Purchaser shall be liable to pay Rs.5,000/- (Rupees Five Thousand) per day till such time the Purchaser has removed the A/c Compressor from any other place other than area provided for the same;

(k) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and the New Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;

(l) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said lands and the New Building in which the said Premises is situated;

(m) Not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the New Building. The Promoters / Condominium / Society/ Limited Company shall be entitled to throw away such things without any notice if anything is found in breach of this provision. The Purchaser shall be entitled to put signboard in his/her lobby area;

(n) Pay to the Promoters regularly whether demanded by the Promoters or not his/her share of security deposit demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or any other service connection to the said Premises and/or the said wings and/or Building in which the said Premises is situated;

(o) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority including on account of change of user of the said Premises by the Purchaser, viz. user for any purposes other than for permissible purpose;

(p) To observe and perform all the rules and regulations, which the organisation may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises therein and for the observance and performance of the New Building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the organisation regarding the occupation and the use of the said Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement / Bye Laws of the Condominium / Society/ Limited Company;

(q) Not to close verandah or balconies and/or not to carry out any changes without the sanction and permission of the Promoters / Condominium / Society/ Limited Company unless required by the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Premises and/or the New Building.

(r) Till the said Project Land and the New Building is conveyed in favour of the Common Organization the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Project Land and the New Building or any part thereof;

(s) The Purchaser shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the New Building or prejudicially affect the same;

(t) To use the passenger lifts in the New Building for the period and in accordance with the rules and regulations framed by the Promoters or the Organisation, from time to time. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the New Building including the said Premises;

(u) To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser and shall keep the Promoters indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoters by reason of non-payment non-observance and/or non-performance thereof;

(v) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the undisposed premises in the New Building but the Purchaser will pay all such charges without any dispute;

(w) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the New Building for storage or for use by servants at any time;

(x) The Purchaser shall not display at any place in the said Premises /the New building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or common areas therein or in any other place or on the window, doors and corridors of the New Building;

(y) Neither the Purchaser nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoters under this Agreement, Supplementary Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

(z) In the event Purchaser would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the New Building or any structure, facility or amenity on the said Plot of Land, then the Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoters, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;

(aa) The Purchaser shall indemnify and keep indemnifying the Promoters towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser.

34. The Purchaser also agrees and undertakes that they alone will be responsible for the maintenance, upkeep and regular servicing of the said premises and the common areas and facilities jointly with other Purchaser. The Promoters will not be responsible for any untoward incident within the said premises due to default on the part of the Purchaser or other Purchaser in this regard.

35. The Promoters shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.

36. After the Purchaser is permitted to enter upon the said Premises for the purpose of fit outs or otherwise and/or possession of the said Premises is handed over to the Purchaser, the Purchaser shall not be permitted to carry out any additions or alteration in the said Premises or the New Building and/or enclose or encroach upon any common area of the New Building in the nature of common passage or landing or mid landing areas and the Owner / Promoters shall not be responsible, if additions and alteration or encroachments are done in the said Premises or New Building by the Purchaser or occupier, in violation of the building regulations.

The Purchaser agree to indemnify and keep the Promoters and their respective executors, administrators, successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Promoters or their respective executors, administrators, successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the said Premises or the New Building by the Purchaser or occupier, in violation of the building regulations.

37. For any amount remaining unpaid by the Purchaser under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser /s.

38. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser and supersedes, cancels and merges:

(a) All Agreement, negotiations, commitments writings between the Purchaser and Promoters prior to the date of execution of this Agreement.

(b) All the representation, warranties commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium.

(c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.

39. 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 New Building or of the said Land or said land or any part thereof in favour of the Purchaser and/or other acquirers of the said premises in the New Building/s or other building or buildings. The Purchaser shall have no claim save and except in

respect of the said Premises hereby agreed to be sold to it and the said land including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights, will remain the property of the Promoters who shall be entitled to sell, transfer deal with or dispose off the same in any manner he may deem fit until the said plot along with the New Building or buildings thereon is transferred to the said Condominium / Society/ Limited Company as herein mentioned.

40. The Purchaser hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

41. Irrespective of disputes, if any, which may arise between the Promoters and the Purchaser and/or the organization of Purchaser, all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reason whatsoever.

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

43. The Purchaser shall present this Agreement when executed, at the proper registration office within the time limit prescribed by the Registration Act without fail and the Promoters or her Power of Attorney holder will attend such office and admit execution thereof provided the Promoters are informed well in advance about the same and provided with copy of receipt of registration of such document/s issued by appropriate authority within reasonable time. In case of default the Purchaser alone shall remain liable for penalty and/or punishment for its negligence.

44. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered A.D. or Courier Services or U.P.C. to the Purchaser, at Their address specified below:-

Name~~**Mrs. Kalavati B Dubey,**~~
~~**Mr. Nilesh B Dubey**~~
~~**Mrs. Dimple Nilesh Dubey**~~____________________

Address~~**Flat No. 603, Heera Complex,**~~__________________________
~~**Ambika Nagar,**~~
~~**Jogeshwari East, Mumbai – 400 060**~~

Similarly notices to be served on the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered A.D. or Courier Services at the following address:-

M/s Shiv Samruddhi Developers
A-312, Ahura Centre,
82, Mahakali Caves Road, Andheri (East),
Mumbai - 400093.

45. The Purchaser shall not be entitled to claim partition of his/her/their share in the said Premises and the same shall always remain undivided and impartible.

46. The Purchaser shall in keeping with the provisions of law sign all papers and documents and do all other things that the Promoters may require to do from time to time in this behalf including for

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safeguarding the interests of the Promoters and holders of other premises in the New Building.

47. The Purchaser are aware that the Promoters may raise loan / bridge finance against the Security of the unsold Premises in the New Building, to mortgage the same and/or create a charge thereon in favour of any Bank or financial institution, to which the Flat Purchaser hereby consents and provides her irrevocable and unconditional acceptance. However, the Promoters shall ensure that, the charge, mortgage or any other encumbrances created on any Premises shall be released or discharged before the possession thereof is handed over to the respective purchaser.

48. If the Promoters desire, they shall be entitled to create security on her interest in the said Plot and the New Building by availing of loans, finance and/or other credit facilities from banks and financial institutions against the security of the said Plot and/or the new development save and except the said Premises. In this regards, the Promoters shall be entitled and at liberty to sign the Mortgage Deed(s), Loan Agreement (s) and other documentation, whether legal or in English form, or by way of an equitable mortgage in respect of the said Property save and except the said Premises; provided that the Promoters shall be the principal debtor and it shall be the sole liability and responsibility of the Promoters to repay such loan amounts with interest, costs, charges and expenses thereon. The Purchaser hereby give/s her/its express consent to the Promoters to raise such loan against the said Property and the New Building and other structures (if any) constructed / under construction / proposed to be constructed, and to mortgage the same with any Bank or Banks or any other party as aforesaid. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at her own expense before the said Plot and New Building are transferred to the Condominium/Society / Limited Company as stated above.

49. The New Building shall always be known as "**SWAPNAPOORTI”** and Purchaser and/or Condominium / Society/ Limited Company

shall not be entitled to change the same at any time in future for any reason whatsoever.

50. 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 Purchaser and shall indemnify the Promoters and shall keep the Promoters indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.

51. The Purchaser shall be entitled to let, sub-let, transfer assign or part with the said Premises or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises only after all the dues payable by the Purchaser to the Promoters / Condominium / Society/ Limited Company under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of his Agreement / Bye Laws of the Condominium / Society/ Limited Company and only after obtaining prior written permission of the Promoters/Condominium / Society/ Limited Company as the case may be.

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52. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made thereunder.

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

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54. In case of Joint Purchaser all communication shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by him/her/them, which shall for all intents and purposes to consider as properly served on all the Purchaser/s. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the Transfer Document or any appropriate document/deed in respect of the said Project Land and the New Building in favour of the Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Purchaser in the New Building. The share of the Purchaser in such costs, charges and expenses shall be paid by him/her/them immediately when required.

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55. The Stamp Duty and Registration charges and GST charges in respect thereof payable on this Agreement shall be borne and paid by the Purchaser.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

FIRSTLY:

All that piece and parcel of land admeasuring about 573.50 sq. mtrs. bearing Survey No.33 (B), C.T.S. No.145 of Village Majas, Taluka Andheri, at Jogeshwari (East), Mumbai - 400 060, within the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bounded as follows :

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On or towards the North	:	By Plot No. 33A corresponding to CTS No. 146, 146/1 to 26;
On or towards the South	:	by D. P. Road, Majaswadi Road;
On or towards the East	:	by Public Road;
On or towards the West	:	by R. R. Thakur Marg.

SECONDLY:

All that piece and parcel of land admeasuring about 1,641.30 sq. mtrs. bearing Survey Nos.33-A & 33-C, C.T.S. Nos.146, 146/1 to 25, 147, 147/1 to 14 of Majas Village, Taluka Andheri, of Village Majas, Taluka Andheri, at Jogeshwari (East), Mumbai - 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North	:	by Nallah;
On or towards the South	:	by Junction of R. R. Thakur Marg and Kashinath Gaonkar Marg;
On or towards the East	:	by Kashinath Gaonkar Marg;
On or towards the West	:	by R. R. Thakur Marg.

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THE SECOND SCHEDULE HEREINABOVE WRITTEN

(Description of the Project Land)

All that piece and parcel of land bearing C.T.S. Nos. 145, 146, 146/1 to 25, 147 & 147/1 to 14 of Majas Village, Jogeshwari (East), Mumbai 400 060 admeasuring 2215.40 Sq. Mtrs. Within the registration district and sub-district of Mumbai and in the boundaries of Mumbai Municipal Corporation and now having been corrected and amalgamated and declared as CTS No. 145 admeasuring 2334.40 square metres as per the Property Register Card issued by the City Survey Office and bounded as follows :

On or towards the North	:	by Nallah;
On or towards the South	:	by Junction of R. R. Thakur Marg and Kashinath Gaonkar Marg;
On or towards the East	:	by Kashinath Gaonkar Marg;
On or towards the West	:	by R. R. Thakur Marg.

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THE THIRD SCHEDULE HEREINABOVE WRITTEN

(List of common areas and amenities)

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- Modern Elevation.
- Well decorated entrance lobby
- Earthquake resistant structure.
- Elevators of reputed make
- Under ground water tank.

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- Ample parking space.
- Fire fighting system in the building.
- Parking Tower

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

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(Description of the said premises)

Flats / premises / blocks No. ~~**B/1301**~~__________ on the ~~**13th**~~ _______floor in the "**B**" wing having total carpet area admeasuring ~~**33.81**~~___________ sq. mtrs. (i.e. ~~**364**~~ ______sq. ft.) as defined under the provisions of RERA in the New Building to be known as "**SWAPNAPOORTI**" under construction on the said Project Land more particularly described in the Second Schedule.

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THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(List of fixtures and fittings)

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- Anodised Aluminium strong windows.
- Vitrified flooring in all rooms.
- Attractive flush main door.
- Granite top kitchen platform with stainless steel sink.
- Dado tiles upto 2 feet in kitchen above platform.
- Concealed plumbing with premium quality C.P. Fitting.
- Branded Sanitary ware
- Operable louvered toilet windows.
- Concealed wiring with ample electrical points
- Premium quality switches.

IN WITNESS WHEREOF the parties hereto have set and subscribed her respective hands and seals to these presents the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by)
the within named "**THE PROMOTERS"**)
M/S SHIV SAMRUDDHI DEVELOPERS)
through its authorised signatory)
1. Mr. Gurmeet Singh Gupta)

_______________________________)

in the presence of ....)

1.
2.

SIGNED SEALED AND DELIVERED by)
the within named "**THE CONFIRMING PARTY"**)
M/S SHIVKRUPA DEVELOPERS)
through its authorised signatory
1. Mr. Gurmeet Singh Gupta)
)
_______________________________)
in the presence of ....)

1.

2.

SIGNED AND DELIVERED by)
the within named "THE PURCHASER")
~~**Mrs. Kalavati B Dubey**~~ ______________________)

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_________________________)
in the presence of ...)
1.
2.

SIGNED AND DELIVERED by)
the within named "THE PURCHASER")
~~**Mr. Nilesh B Dubey**~~ ____________________
)

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_________________________)
in the presence of ...)
1.

2.

SIGNED AND DELIVERED by)
the within named “THE PURCHASER”)
~~**Mrs. Dimple Nilesh Dubey**~~ ______________________
)

______________________)
in the presence of ...)
1.

2.

R E C E I P T

Received from the within named Flat Purchaser)
A sum of Rs. ~~35,00,000~~ ____________/- (Rupees ~~Thirty Five Lacs~~ ____________ only))
Vide Cheque / RTGS / Demand Draft/ Pay Order)
Drawn on / by **as mentioned below** Bank, Branch)
as and by way of Earnest money / part sale consideration)
for the sale of the premises as set out In the Third Schedule)

hereinabove written, by us.)

Date	Drawn On	Cheque No.	Amount (Rs.)
~~30/7/2020~~	~~State Bank of India~~	~~029962~~	~~1,00,000.00~~
~~5/8/2020~~	~~State Bank of India~~	~~029964~~	~~5,00,000.00~~
~~10/9/2020~~	~~State Bank of India~~	~~009968~~	~~5,00,000.00~~
~~2/12/2020~~	~~State Bank of India~~	~~029970~~	~~5,00,000.00~~
~~14/1/2021~~	~~State Bank of India~~	~~518190~~	~~5,00,000.00~~
~~25/1/2021~~	~~State Bank of India~~	~~518198~~	~~5,00,000.00~~
~~25/1/2021~~	~~State Bank of India~~	~~518195~~	~~4,00,000.00~~
~~25/1/2021~~	~~State Bank of India~~	~~518196~~	~~5,00,000.00~~
		~~**TOTAL**~~	~~**35,00,000**~~

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Rs.~~35,00,000~~______________/- (Rupees ~~Thirty Five Lacs~~ ________________ only)

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WE SAY RECEIVED

For **M/s. SHIVSAMRUDDHI DEVELOPERS**

PARTNERS

PROMOTERS

Witnesses:

1.

2.

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