

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE OF Flat is made and entered into at Mumbai
on this ____ day of _____ 2017 BETWEEN

BETWEEN

M/s. M PATANKAR BUILD CONS. PVT LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its office at 806, 9th Floor, Ecstasy, City of Joy commercial Building, J.S.D Road, Mulund-west, Mumbai – 400 080., hereinafter referred to as **“THE DEVELOPERS”** (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) **OF THE ONE PART;**

AND

_____(Having PAN No. _____), an adult, Indian
Inhabitant/s, residing/having his/her/their address
_____ hereinafter
called and referred to as the **“PURCHASER/S”**(which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs, executors, administrators, assigns/its successors and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs, executors, legal representatives, administrators and assigns/its successors and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being)**of the SECOND PART**

WHEREAS:—

- (a) WHEREAS by virtue of Deed of Conveyance dated 25th April 1987, registered in the office of the Sub-Registrar of assurances at Mumbai, under Sr. No. PBBJ-/1442/1987, MULUND RAVI-KAILASH CO-OPERATIVE HOUSING SOCIETY LIMITED; has become absolute owner and as such seized and possessed and sufficiently entitled all that piece and parcel of land being the Sub-divided Plot No.5, admeasuring 1495 sq. yards equivalent to 1250 sq. mtrs. (inclusive of the area of about 375 sq. yards. equivalent to 313 sq.mtrs falling in the 60’ wide Navghar Road) or thereabout, bearing Survey No. 76 (part), CTS No. 714 (10) along with building known as “Ravi Apartments” thereon situated at Navghar Road, Mulund (East), Mumbai- 400 081, of Village Mulund (East), Taluka Kurla, District Mumbai Sub urban

registration District , within the limits of “T” Ward of Municipal Corporation of Greater Mumbai and more particularly described in the Schedule hereunder written, (hereinafter referred to as the said Property).

- (b) The said Society Mulund Ravi-Kailash Co-operative Housing Society Limited is duly registered as Housing Society under Registration No._5282 of 1977 dt. 13-12-77 hereinafter referred to as “the Housing Society”;
- (c) By the registered Development Agreement dated 26th day of December, 2012 (hereinafter “the said Development Agreement”) duly registered under Registration No. KRL2- 1981-2013 the said society and it’s members have granted development rights to the developers to re-develop the said property of the Housing Society on the terms and conditions recorded therein whereby the Developers have become entitle to demolish old structure and to reconstruct new building thereon comprising of residential and commercial units.
- (d) The developers are fully entitled to develop the part of the said plot and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai and in accordance with the said Development Agreement. The Developers have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot. The Municipal Corporation for Greater Mumbai has issued I.O.D. dated 22ND September 2014. The Municipal Corporation for Greater Mumbai has also issued Commencement Certificate dated 02nd December 2015 to the Developers for construction.
- (e) In accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai, the Developers are developing the said plot described in the First Schedule hereto and are constructing thereon building to be known as “_____” consisting *inter alia* of ground floor *plus* ____upper floors.
- (f) The Developers have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- (g) The Developers have appointed structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;
- (h) The Developers, as the Developers have the sole and exclusive right to sell the premises in the said building (after providing the flats for members of the society in terms of the Development Agreement) to be constructed on the said plot and to enter into agreement/s with the purchaser/s of premises in the said buildings and to receive the sell price in respect thereof.
- (i) The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the

said plot, the relevant orders, and the approved plans, designs and specifications prepared by the Developers' Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Developers of Construction, Sale, Management and Transfer) Act, 1964 (hereafter referred as "the said Act") and the rules made thereunder.

(j) The Developers have also annexed hereto the copies of following documents:

Annexure

- | | | |
|----|---|----------|
| 1. | Certificate of the title of the said plot issued by Advocates and Solicitors of the Promoters; | A |
| 2. | Property card; | B |
| 3. | I. O.D. | C |
| 4. | Sketch plan of the flat/shop | D |
| 5. | Amenities | E |
| 6. | Payment Schedule | F |

(k) While sanctioning the said plans, in respect of construction on the said plot, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.

(l) The Developers are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces etc. in the said buildings.

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

The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this agreement.

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the “Act” and the Rules framed there under shall be referred to as the “Rules”.

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, title, and other relevant documents required to be given by the Promoter/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said properties and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the relevant authorities.

3. ADDITIONS AND ALTERATION:

The Promoters shall under normal conditions construct building/s on the said properties in accordance with the said plans and specifications duly approved and sanctioned by the concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, Properties or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Properties . The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat/ Shop No. _____ Wing_____on the _____ Floor, admeasuring about _____ square meters equivalent to _____ square Feet or thereabouts (Carpet Area) in the Building/ Project known as“-----” which is to be constructed on the portion of the said Properties and *pro rata* share in the common areas [(“**Common Areas**”) as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016]

(hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____/-(Rupees _____ Only). As mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & marked as **ANNEXURE “---**” (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

- 4 (b) The Purchaser hereby agrees that the Promoter shall provide a Parking Space as per prevailing DCR rules. Further that the Purchaser shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoters
- 4 (c) The said total consideration excludes Taxes consisting of tax paid or payable by the Promoters by way of Value Added Tax, LBT, Service Tax, and Cess, GST, Stamp Duty and Registration fee (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Promoters shall be increased/reduced based on such change / modification. Further the Promoters shall not be bound to accept the payment of any installment unless the same is paid along with 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.
- 4 (d) The Promoters shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, if asked by the Purchasers, the Promoters shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.
- 4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority

from time to time. The Promoters agrees that while raising a demand on the Purchaser(s) /Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall on demand of the Allottee shall provide the copy of the said notification/order/rule/regulation which shall only be applicable on subsequent payments.

- 4 (f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoters shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder.

- 4 (g) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats/ Commercial Units by the Promoters and / or development of the said Properties by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

- 4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department (if applicable), the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.
- 4 (i) Provided that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Purchaser shall pay an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter to the Purchaser producing such certificate within 4 months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be within stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Purchaser/s.

5. MODE OF PAYMENT:

The payment of all the above installments/payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: _____ Account no. _____, with _____ Bank _____ Branch” and shall be sent to Office of Promoters, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter’s designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

- 6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the payment schedule annexed hereto as **Annexure -**

-- (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters.

- 6(b) Both the parties hereby agree with each other that timely payment of all the above instalments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the instalments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, default or demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resell.
- 6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she / they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

7. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit 20% of the total consideration for the allotment. The Promoters shall deduct Service Tax, VAT and /GST, brokerage or any other amount due and payable by the Purchaser/s and / or paid by the Promoters in respect of the said Premises. Also the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement. However in case if the Promoters receive a credit/ refund of the service tax amount paid on this transaction, from the Statutory Authorities then in such a case the same shall be refunded by the Promoters to the Purchaser without any interest thereon. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoters to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation,

- a. The Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.
 - b. The Purchaser(s) / Allottee(s) shall cease to have any right against the Promoter in respect of the said premises or any part thereof.
 - c. The Promoters shall be entitled to brokerage, if any paid by the Promoter while booking the said premises in the name of the Purchaser.
 - d. The Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damaged, costs or otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/ its/their claims under this Agreement and/ or in or to the said premises.
 - e. The Purchaser(s) / Allottee(s) shall not create nuisance on the site resulting in danger/damage to the said Properties or life;
- 8.** The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE “-----”**.
- 9.** The Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoters and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser(s) and the Promoters prior to the date of execution of this agreement; but any document which is registered after the registration of this deed shall be binding on both parties.
 - (b) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;

- (c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;
- (d) The Purchaser(s) agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, tiles, colour of wall painting, fittings, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

10. The Purchaser(s) hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Purchaser(s) and the Purchaser(s) has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Purchaser(s). Further prior to this Agreement, all Brochures, Pamphlets, Literature and/or Plans published / issued by the Promoters are not binding on the Promoter.

11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree, declare and confirm that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoters such right /authority to the Promoters for the purpose as set out herein below:-

- (a) The Promoters hereby declare that no part of the said Floor Space Index for the said Properties has been utilized by the Promoters elsewhere in any other Properties for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I / Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) / Additional FSI as may be available in respect of the said Properties or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the portion of the said Properties in accordance with the Act and Rules, as the Promoters shall think fit and proper.
- (b) In case, the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all

the detailed particulars in respect of such utilization of said Floor Space Index by them.

- (c) In case, while developing the said Properties , the Promoters have utilized any Floor Space Index of any other land or Properties by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Sanctioning Authorities.
- (d) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.
- (e) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.
- (f) The PROMOTER shall also be entitled to sell the TDR and/or DRC of the said Properties or any part thereof, exclusively for its own benefit, and the Purchaser(s) / Allottee(s) /the Society of the Purchaser(s) shall not raise any objection or claims for such sale and transfer.
- (g) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Properties , shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoters even after the execution of the Deed of Assignment/ Lease/ Transfer in favour of the Co-Operative Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Properties . The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.
- (h) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;

12. The Promoters have further informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential /Commercial purposes and he/she/they shall not change the user of the premises. Shops shall be used

for the commercial/business purpose only and shall not be utilized for residential, warehouse, etc or any such other purposes and Flat shall be used for Residential purpose;

13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves with intention to bind accepts and agrees himself / herself/ themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with the Promoters as follows:

- (a) It is hereby agreed by the Purchaser/s that terms and conditions of any agreement executed by the PROMOTER with land owning authorities including State Government shall be binding on the Purchaser/s;
- (b) To pay to the Promoters such amounts as shall be required to pay to the concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by concerned authority in this regard.
- (c) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.
- (d) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default, all cost incurred to rectify the same shall be borne the Purchaser only.
- (e) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Building Completion Certificate from

concern authority the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

- (f) Before carrying out the interior work in the said premises, the Purchaser/s shall obtain a written consent from the Promoters and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoters an interest free refundable security deposit of such amount as the Promoters may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the Concerned authorities, then the Promoters shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and / or deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the interior works, the Promoters shall refund (without interest) the said security deposit to the premises Purchaser/s.
- (g) The Purchaser/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.
- (h) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of

termination of this Agreement and /or recovery of compensation as the Promoters may be entitled under the Act and Rules.

- (i) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoters or the society.
- (j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Properties or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- (k) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Properties and building in which the premises is situated.
- (l) If any time further construction is carried on, as herein before provided by the PROMOTER then he shall be entitled to sell Flat(s)/commercial units/shops in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser/s and the Co-operative Housing Society will not have any share, right, title, interest or claim therein and not be entitled to any of the aforesaid things or claim any reduction in price/consideration of said Flat/Shop agreed to be acquired by him/her/them or the compensation or damage on the ground of inconvenience or any other ground including the loss of air and/or any rights of easement. The Co-operative Society/ Association of Purchasers or Limited Company shall admit the Purchaser/s as a members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except share money amounting to Rs. 600/- (Rupees Six Hundred only) from each of them to acquire shares of Society;
- (m) The Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said Properties or any part of the Properties or arising out of Development of the said Properties shall always belong to the PROMOTER. The Purchaser/s or the

common organization or Association of Purchaser/s or the Co-operative Society of all Purchaser/s will not have any share, right, title, interest or claim therein. The PROMOTER shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Properties or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the PROMOTER. The Purchaser/s or the common organization or Association of Purchaser/s or the Co-operative Society will not have any share, right, title, interest or claim therein;

- (n) The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;
- (o) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;
- (p) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoters.
- (q) The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
- (r) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions,

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

- (s) Till the Deed of Assignment/ Lease/Transfer of the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI / Development potential of the portion of said Properties , the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Properties & building or any part thereof to view the state and conditions thereof. During the course of construction, if the Purchaser/s is/are desirous of visiting the said Properties , the Purchaser/s shall obtain a written permission from the Promoters. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.
- (t) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- (u) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the PROMOTERS and cause nuisance to neighbouring unit holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the PROMOTERS shall be entitled to cancel this agreement in the interest of public, peace and tranquillity and have the Purchaser evicted from the premises.
- (v) Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and will fully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking

possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.

(w) If due to any reason Purchaser could not pay the entire consideration and this agreement is cancelled by Promoter for any reasons mentioned hereinabove, the membership given to the Purchaser in the society shall be deemed as cancel and the Purchaser will have no right to claim anything from the Promoter.

(x) The Purchaser hereby assure and indemnify the Promoter that he or his family members has not purchase any other unit/flat in said project .

14. During the construction work of the said Building(s) / wing(s), the Promoters can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Buildings/ wings, and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

c. Not to put or place flower pots, Vases or any plantations outside the Windows.

d. Not to put any signage or board in the said building or any part thereof or outside the said Flat except as may be permitted by the PROMOTER and or the concern authority;

e. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, compound or open spaces.

f. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

g. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighbouring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

h. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

i. The work shall be permitted only between 10.00 a.m. to 7.00 p.m. strictly.

j. The Purchaser/s shall not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the PROMOTER liable for execution of such works;

k. The Purchaser/s shall not restrain the PROMOTER or their servants and agents from entering upon the said Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

l. The PROMOTER hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings or cell towers etc. on

any open spaces in the said Properties or said building including on the terrace and compound walls for the said purpose on such terms and conditions as the PROMOTER may desire.

16. HANDING OVER POSSESSION:

16(a) the possession of the said premises shall be given by the Promoters to the Purchaser/s upon obtaining the Part Occupation Certificate or Building Completion or Occupation Certificate and such other conditions as imposed by the Authority shall have been obtained from concern authority or body or public authority. The Promoters shall give possession of the said premises to the Purchaser/s on or before _____, subject to Force Majeure and reasons beyond the Control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, order, notification of the Government and / or other public or competent authority.
- iii. Civil commotion, agitation by local persons, strike (full or partial).
- iv. Non availability of any vital building material including cement, steel, sand, etc.
- v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the Development of the said Properties .
- vi. Any suit, action, litigation, disputes restraining the development of the said Properties .
- viii. Any change in any law, notification, and regulation relating to the development of the said Project.
- ix. Any delay that may be caused due to any matters relating to Government Department and all other related matters.
- x. And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.
- xi. Similarly, the Promoters shall not be held responsible or liable for the delay in the completion of the Project which is due to the default made by more than 25% of the Purchaser/s in the payment of the installments of the consideration of their respective premises.
- xii. Other Reasonable cause.

16(b) PROCEDURE FOR TAKING POSSESSION: The Promoters, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer in writing, the possession of the said premises to the Purchaser(s) / Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the Promoters shall give possession of the said premises to the Purchaser(s) / Allottee(s).

16 (c) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

16(d) The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days written in this regard, the Promoters shall cancel the allotment of the said premises in favour of the Purchaser(s) / Allottee(s). The Promoters shall refund the amount money paid to them by the Purchaser(s) / Allottee(s) without any interest, after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

(iii) In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follow.

(iv) Time is of essence for the Promoters as well as the Purchaser(s) / Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Co-operative Society/Association of the Purchaser(s) /Allottee(s), after receiving the Building

Completion Certificate / Occupancy Certificate or the completion certificate or both, as the case may be.

16(e) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected / provided by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate.

16(f) The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

16(g) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

16(h) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

17(a) Until the Co-operative society or Limited Company is not formed and portion of the said Properties and the said Building is not transferred to the Co-operative society or Limited Company / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay

provisional monthly contribution in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the portion of said Properties and the said Building towards and on account of the State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the portion of the said Properties and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises.

17(b) The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the Promoters interest free deposit such provisional monthly contribution and such proportionate share of outgoing in advance for a period of 18 months of Rs. _____/- (Rupees _____ Only). PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) / Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Assignment/ Transfer of the said building is executed in favour of the said Co-operative society or Limited Company that shall be formed. On such Deed of Assignment/ Transfer being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Co-operative society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

17 (c) The Purchaser/s of the said premises shall alone be liable to pay the Properties Taxes, to the local body assessed on the said Building, Provided However that if any special taxes and/or rates are demanded by the local body or any other authority by reason of any permitted use other than for residence or any other user of the said Flat, the Purchaser/s alone shall bear and pay such special taxes and rates;

17(d) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

17 (e) The Promoters shall maintain a separate account (specifically opened to collect the payments towards the advance maintenance) in respect of sums received by the Promoters from the Purchaser(s) / Allottee(s) as advance or deposit, sums received towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The amounts so collected by the Promoters shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). The Purchaser shall reimburse the amount/ payments made by the Promoters for and on behalf of Purchaser.

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

18. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

18 (i) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to the Authority.
- d) Stamp duty and registration charges for Deed of Assignment/Transfer.
- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the Government authority.
- f) Electricity connection, meter deposit, or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h) Properties Tax.

- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) Service Tax, VAT, Cess , GST or any other taxes or charges levied by the State or Central Government or Semi Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

18 (ii) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/solar panel or other energy saving equipment, / cable laying and all other required costs, if installed by the Promoters, or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to any electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits on execution of Deed of Assignment/Transfer in favour of Co-operative society or body corporate/ organization that shall be formed, shall be paid over by the Promoters to the said Co-operative society or body corporate/ organization after deducting there from the amount if any payable by the Purchasers to the Promoters under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser/s shall pay such further amount/s to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

18(iii) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

18 (iv) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

19. The Purchaser/s shall, on or before delivery of possession of the said Flat, pay the PROMOTER the following amounts:

- (i) Rs.-----/-(Rupees ----- Only) Legal expenses from the date of the Agreement till the possession of the Flat are given.
- (ii) Rs.-----/-(Rupees ----- Only) Membership fees & share money for acquiring membership rights in such registered Co-operative Society;
- (iii) Rs.-----/-(Rupees ----- Only) Legal charges and other expenses for formation and registration of the Co-operative Society;
- (iv) Rs. -----/-(Rupees ----- Only) Reimbursement of the amount paid towards deposit in respect of electric meter charges, water meter charges and other incidental expenses& Development Charges incurred by the Promoter;

20. The PROMOTER shall not be liable to render any account for the amount so collected above.

In addition to the above, the Purchaser/s will also bear and pay such charges, fees, expenses as may be fixed by the PROMOTER and also the taxes as may be applicable by for utilizing the additional facilities and amenities viz. Club House, fitness center, etc. as may be provided in the said building(s) by the PROMOTER.

21. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

21(a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Co-operative society, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Co-operative society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law.

21(b) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Building shall always be known as "-----" and the said Co-operative society or any other body corporate or other organization determined by the Promoters on portion of the said Properties shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Co-operative society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of

the said Co-operative society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

21 (c) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises, for forming and registering the Co-operative society or a Limited Company to be known by such name as the Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Co-operative society or Limited Company and for becoming a member, including the bye-laws of the proposed Co-operative society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the concerned authorities within the stipulated period.

21(d) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society) and after the Purchaser/s has/have completed making the entire payment towards the cost of the said Premises and after Purchaser(s) Allottee(s) has / have complied with all the terms of this Agreement, the Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s.

21(e) In the event of the Society of the said Building is being formed and registered before the sale and disposal by the Promoters of all the premises in the said Building, the powers and authority of the Society shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold premises and the sale thereof, as well as the commencement and completion of additional construction, if any, on the portion of said Properties . The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the society. The society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Promoters may

require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

21 (g) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. The Promoters shall not be liable to render any accounts for the above maintenance charges nor shall they be liable to refund any amount to the Purchaser/s or the Co-operative Housing Society that shall be formed. On the receipt of the bill for Properties tax from the local body, the Purchaser/s shall pay his/her/their proportionate share of Properties tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the authority in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said Properties or the said building or occupiers thereof by the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

21 (h) It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Flats/Premises.

21(i) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters and/or the Co-operative Society his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

21(j) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and

all affairs relating to the day to day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, Common Terrace, Common spaces of the said Properties , Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Assignment/ Transfer in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee.

21(k) The Purchaser/s is / are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Deed of Assignment/Transfer in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the Promoters shall prepare and engross and approve the Deed of Assignment/ Transfer and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment/Transfer or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

21 (l) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Assignment/Transfer of the said Properties in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats/ Commercial Units in the Building to be constructed on the portion of said Properties (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Properties as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Properties and shall, as far as practicable, ensure that the said Properties is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said Properties so as to enable

them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Assignment/Transfer of the portion of said Properties as per the Layout/Sub Division by the Promoters in favour of the said Society/Limited Company.

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

22(a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge. The Promoters have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoters shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

22(b) The Promoters / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoters / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

22(c) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

22(d) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

22(e) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be

admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;

22 (f). IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace of the said building shall always belong to the Promoter and they shall be entitled to deal with and dispose of the same in such manner as they deem fit and proper. In the event of the Promoters obtaining permission from the concerned authorities for construction of one or more premises on the terrace of the said building, then the Promoters shall be entitled to construct by themselves and/or through their nominees such additional premises and to sell and/or deal with such premises, that be constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms as the Promoters may deem fit and proper.

22(g). it is agreed by the parties that the Promoters will convey the structure of Building in which the flat of the Purchaser is situated along with undivided area of the total land under said Building and Promoter will convey all the facilities, amenities, open spaces, parking spaces, club house, etc to the federal society which will be formed by the Promoter and the societies formed by the Promoter on completion of entire project.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Properties and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Properties of the Promoters until the whole Properties together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

24. RESTRICTIONS ON TRANSFER:

24(a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

24(b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society registered or shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

25. FOREIGN PURCHASER/S:

25(a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

25(b) The Promoters accept no responsibility in this regard. The Purchaser(s) / Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

26. REPRESENTATIONS OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

(i) The Promoters have absolute, clear and marketable title in respect of the said Properties and have the requisite rights to carry out development upon the said Properties and the Promoters have the absolute, actual, physical and legal possession of the said Properties for the Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Properties or the Project except those disclosed herein;

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Properties and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at

all times, remain to be in compliance with all applicable laws in relation to the Project, said Properties , Building and said premises and common areas.

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

(vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said properties , including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(vii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

(viii) The said properties is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Properties .

(ix) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(x) 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 Properties) has been received by or served upon the Promoters in respect of the said Properties and/or the Project.

(xi) Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Properties and the said building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever. The Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Properties .

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

28. NOTICES AND CORRESPONDANCE:

28(a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: _____

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

29. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Deed of Assignment/ Transfer / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Assignment/ Transfer vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

30. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

31. ENTIRE AGREEMENT:

This Agreement, along with its schedules, Annexure/s, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/Properties /building, as the case may be.

32. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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

34. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

35. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

37. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement

with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) / Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) / Allottee(s) without any interest or compensation whatsoever.

38. FURTHER ASSURANCES:

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

39. JOINT ALLOTTEES:

That in case there are Joint Purchaser(s) / Allottee(s) all communications shall be sent by the Promoters to the Purchaser(s) / Allottee(s) 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) / Allottee(s).

40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters himself / themselves or through his/ their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Karjat.

41. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

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

SCHEDULE – I

ALL THAT all that piece and parcel of land being the Sub-divided Plot No.5, admeasuring 1495 sq. yards equivalent to 1250 sq. mtrs. (inclusive of the area of about 374 sq. yards. equivalent to 313 sq.mtrs falling in the 60’ wide Navghar Road) or thereabout, bearing Survey No. 76 (part), CTS No. 714 (10) along with constructed the building known as “Ravi Apartment” of Mulund Ravi Kailash Cooperative Housing Society Ltd; situated at Navghar Road, Mulund (East), Mumbai- 400 081, of Village Mulund (East), TalukaKurla, District Mumbai Sub urban registration District , within the limits of “T” Ward of Municipal Corporation of Greater Mumbai and bounded as follows that is to say

On or towards North : By the 60’ wide Navghar Road
On or towards East : By the 60’ wide D.P. Road
On or towards West : By Sub Divided Plot No.4 and
On or towards South : By the land bearing Survey No.77 Hissa No.3

SCHEDULE – II

Flat/Shop No. _____ on _____ Floor admeasuring about _____ sq.ft. of useable carpet area _____ sq.ft. Built up (including balconies, flower bed, nitch area etc). The said flat/shop is more particularly described in the plan annexed hereto as Annexure “D”.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE
HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE
MENTIONED.

SIGNED, SEALED AND DELIVERED by)

M/s. M PATANKAR BUILD CONS.)
PVT.LIMITED. the Promoters abovenamed)
the presence of:—)

SIGNED AND DELIVERED)

BY THE WITHINNAMED PURCHASER)
the presence of:—)