

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed at Mumbai on this _____ day of _____ in the year Two Thousand _____;

Between

Narang & Mahaveer Developers LLP, a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 having its office at Narang Manor, Ground Floor, Plot No. 96 B, 15th Road, Bandra (West) Mumbai-400 050, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the firm and heirs, executors, administrators and assigns of the last surviving partner) of the **One Part**;

And

MR./MRS./MS./M/S. _____ and _____ residing / having address at _____, hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean

and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm / LLP, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in case of a Company its successors and permitted assigns, in case of a Hindu undivided family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, in case of a Trust the trustee/s for the time being and from time to time of the trust and the and the survivor or survivors of them and permitted assigns) of the **Other Part**.

WHEREAS:

- (a) By and under a Deed of Conveyance dated August 31, 2013 ("**Deed of Conveyance**") registered with the office of the Sub-registrar of Assurances at Bandra under Serial No. BDR-9/7037 of 2013, M/s. Narang and Ruchi Developers sold, transferred, conveyed and assigned all its right, title and interest in respect of all that piece and parcel of land admeasuring 472.4 square meters (including set back area admeasuring 72.4 square meters) together with structures erected and standing thereon situate, lying and being at Plot No. 25 and corresponding CTS No. E/843, 1st Road, Premjivan Building, Chitrakar Dhurandhar Marg, Khar (West), Mumbai 400 051 (hereinafter referred to as "**Property**" and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated in red colour boundary line in the plan hereto annexed and marked as **Annexure "1"** in favour of the Promoter, subject to the rights of the tenants and on the terms and conditions contained therein.
- (b) Pursuant to the approved layout plan duly sanctioned by the Sanctioning Authorities (defined herein below), the Promoter is developing and constructing presently a mixed use complex known as "_____" consisting of residential-cum-commercial building with a shop line on the ground floor, comprising of ground plus seven upper residential floors (hereinafter referred to as the "**said Tower**") on the Property. The said Tower shall comprise of the ground floor (to accommodate the retail units) and the 7 (seven) upper floors (to accommodate the residential units) or such further area as may be approved by the Sanctioning Authorities and / or the concerned authorities to be constructed on the Property along with other amenities and facilities to be provided therein (hereinafter referred to as the "**Project**").

- (c) The Promoter has engaged the service of _____ as architects and _____ as RCC consultants for the preparation of the structural designs and drawings of the said Tower and the Promoter will continue to take the professional supervision of the architect and the structural engineers till the completion of the said Tower.
- (d) The Promoter has also applied for and obtained the Property Register Cards in respect of the Property and a copy whereof is annexed hereto and marked as **Annexure "2"**.
- (e) The Promoter has got the plans, specifications, elevations, sections and other details of the said Tower duly approved and sanctioned from the Sanctioning Authorities and has obtained Intimation of Disapproval bearing No. _____ dated _____ (hereinafter referred to as "**IOD**") and Commencement Certificate bearing No. _____ dated _____ (hereinafter referred to as "**Commencement Certificate**") validity whereof has been extended from time to time by Sanctioning Authorities. Copies of the approved plan and the Commencement Certificate are hereto annexed and marked as **Annexures "3" and "4 "** respectively.
- (f) The authenticated copies of the plans and sanctions of the Flat (defined below) agreed to be sold to the Purchaser, as sanctioned and approved by the Sanctioning Authority (defined below) have been annexed hereto and marked as **Annexures "5"**.
- (g) While sanctioning the plans the Sanctioning Authorities have laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Property.
- (h) DSK Legal , Advocates and Solicitors have conducted their due diligence on the Promoter's title to the Property and have issued a Certificate of Title dated 10th November, 2015 thereby certifying the Promoter's title to the Property, copy of which is annexed and marked as **Annexure "6"**.
- (i) The Promoter has availed certain financial facility from the banks/financial institutions against the security of the Project, for undertaking the proposed construction of the Project and prior to the execution of this Agreement the Promoter has applied and obtained a no objection certificate from such banks/financial institutions for selling the Flat (defined below) to the

Purchaser, copy of which is annexed and marked as **Annexure "7"**. The Promoter shall further be entitled to avail financial facility from such banks/financial institutions against the security of the Property / Project as it may deem fit, provided that such charge/mortgage does not in any way affect the rights of the Purchaser in respect of the Flat.

- (j) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the rules made thereunder with the Real Estate Regulatory Authority under serial no. _____. An authenticated copy of the registration certificate granted by the aforesaid Authority, in this regard, is annexed hereto and marked as **Annexure "8"**.
- (k) The Promoter hereby declares and confirms that the Promoter has procured approval dated [●] bearing reference no. [●] from the Sanctioning Authority/ies, which reflects that the Floor Space Index ("**FSI**") of [●] square meters which can be utilized for construction and development of the Project, subject to compliance of certain terms and conditions, more particularly set-out therein ("**Presently Sanctioned FSI**"). The Promoter hereby further declares that the FSI available as on date in respect of the Project is [●] square meters, which is proposed to be utilized on the Project for the purposes of development and construction of the same, by availing the basic or inherent FSI, TDR, FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes, applicable for the development of the Project in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 ("**DCR 1991**") ("**Proposed FSI**"). The Promoter has informed the Purchaser that the DCR 1991 is in the process of being modified / substituted / replaced by Development Control Regulations for Greater Mumbai 2034 ("**DCR 2034**") and the estimated additional FSI / TDR / development potential (by whatever name called) that may be granted for the Project as per the DCR 2034 is [●] square meters, which is over and above the Presently Sanctioned FSI and the Proposed FSI. Upon the DCR 2034 coming into effect, the reference to the term "**Proposed FSI**" shall be construed accordingly to include the increased FSI / TDR / development potential (by whatever name called). The Promoter hereby has further clarified that any FSI/TDR (by whatever name called), sanctioned in future, if at all, in respect of the Land, shall solely and exclusively belong to the Promoter alone and the Promoter shall be entitled to utilise such additional FSI by constructing additional floors

over and above the said Tower, as the Promoter may deem fit and the Purchaser shall not object to the same at any given point in time and the Purchaser hereby gives his irrevocable consent to the Promoter to undertake the aforesaid.

- (l) The Purchaser has visited and inspected the site of construction on the Property and has seen the said Tower being under construction and the Promoter has furnished/given inspection of the documents to the Purchaser and wherever applicable copies of the document to the Purchaser relating to the Property, the approved plans and specifications of the said Tower, IOD, Commencement Certificate and the title certificate and such other documents which are specified under the Act The Purchaser has investigated and is fully satisfied with the title of the Promoter in respect of the Property and further in respect of the Premises (defined hereinbelow) and the Promoter's right to construct, allot and sell various premises in the Project. The Purchaser confirms that from the date hereof, he/she/they will not raise any objection or requisition in respect to the title of the Promoter to the Property/Premises.
- (m) The Promoter has commenced construction of the Project in accordance with the sanctioned plans.
- (n) The Promoter has informed the Purchaser that by virtue of the Deed of Conveyance the Promoter has the sole and exclusive right to sell the flats/car parking spaces in the Project and to enter into separate agreements with other purchasers for the sale/allotment of flats and car parking spaces in the said Tower being constructed on the Property and to receive the sale consideration in respect thereof.
- (o) The Promoter proposes to provide stack car as well as Rotary Parking Tower for parking facility in Project, wherein each purchaser in the Project shall be entitled to such parking slot/s as may be allotted by the Promoter, as an exclusive amenity attached to the flat.
- (p) The Purchaser being fully satisfied in respect of the title to the Property and all permissions, plans etc. and all the representations made by the Promoter and rights of the Promoter to develop the Property, has approached the Promoter and applied for allotment of Flat No. _____ admeasuring _____ square meters carpet area as per DCR 1991 / admeasuring _____ square

meters carpet area as per the Act along with an exclusive enclosed balcony admeasuring ____square meters on the ____ residential floor i.e. ____ floor (hereinafter referred to as "**the Flat**") of the said Tower known as [●] to be / being constructed on the Property and more particularly described in the **SECOND SCHEDULE** hereunder written and shown in the floor plan annexed hereto and marked as **Annexure "9"** along with an exclusive amenity attached to the Flat being ____ car parking slot/s in the said ____ (hereinafter referred to as "**the Car Parking Space/s**") more particularly described in the **SECOND SCHEDULE** hereunder written. The Flat and the Car Parking Space/s are hereinafter collectively referred to as "**the Premises**".

The Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the Flat may vary as a result of physical variations due to structural members' upto +/- 3 % of the carpet area.

- (q) The Promoter has agreed to sell and allot to the Purchaser the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoter the Flat for a total consideration of Rs. ____ /- (Rupees ____ only) and on the terms and conditions as hereinafter appearing. The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.
- (r) The Purchaser hereby expressly confirms that he / she has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement.
- (s) The Promoter has got some of the approvals from MCGM to the plans, the specifications, elevations, sections of the said Tower and shall obtain the balance approvals from various authorities from time to time, so as to obtain occupation certificate of the said Tower.
- (t) It is clarified by the Promoter that the building plans and the lay out plans though approved by the Sanctioning Authorities, are tentative and are liable

to be changed and / or revised or amended as per the requirements of the Promoter and / or as may be ultimately approved / sanctioned by the Sanctioning Authorities and other concerned public bodies and authorities. The Promoter reserves the right to do so in terms of the provisions of the applicable laws .

- (u) The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser along with the allotment of the Car Parking Space/s from the Promoter as stipulated herein.
- (v) Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908.

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

1. **DEFINITIONS AND INTERPRETATION:**

Definitions:

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (a) **"Agreement"** shall mean this Agreement for Sale together with Schedules and Annexures hereto and any other deed and /or document executed in pursuance hereof.
- (b) **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the Property and/or the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto.
- (c) **"Common Areas and Facilities"** shall mean the common areas and amenities as are available to and /or in respect of the Premises /

Project, as the case may be and more particularly mentioned in **Annexure "10 "** annexed hereto.

- (d) **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the Flat towards deposits, water connection charges, electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, GST etc..
- (e) **"FSI"** means Floor Space Index (including the fungible and / or premium FSI and/or FSI by whatever name it is called) as defined under the DCR 1991 and/or DCR 2034, as the case may be.
- (f) **"Liquidated Damages"** shall mean an amount equivalent to ____ % of the Total Consideration as defined under this Agreement.
- (g) **"Project"** shall mean the construction and development of the Property to be known as _____.
- (h) **"said Tower"** shall mean residential cum commercial building known as _____ comprising of ground plus 7 (seven) upper residential floors, being constructed on the Property and any other or further buildings either residential and/or commercial being or proposed to be constructed or developed on the Property. The term said Tower shall also include the amenity or service or such other building or structures or otherwise required to be constructed by the Promoter.
- (i) **"Sanctioning Authorities"** means the Municipal Corporation of Greater Mumbai and/or any other concerned authority.
- (j) **"the Car Parking Space/s"** means an exclusive amenity attached to the Flat being ____ car parking slot in the _____ and more particularly described in the **SECOND SCHEDULE** hereunder written.
- (k) **"the Flat"** means Flat No. _____ admeasuring _____ **square meters carpet area as per DCR** 1991 / admeasuring _____ square meters carpet area as per the Act along with an exclusive enclosed balcony admeasuring ____square meters on the _____ floor of the _____ wing of the said Tower and more particularly described in the

SECOND SCHEDULE hereunder written and shown delineated by a _____ coloured boundary line on the floor plan annexed hereto and marked as **Annexure " 11"**.

- (l) **"the Property"** means all that piece and parcel of land admeasuring 472.4 square meters (including set back area admeasuring 72.4 square meters) together with structures erected and standing thereon situate, lying and being at Plot No. 25 and corresponding CTS No. E/843, 1st Road, Premjivan Building, Chitrakar Dhurandhar Marg, Khar (West), Mumbai 400 051 and more particularly described in the **FIRST SCHEDULE** hereunder written.
- (m) **"the Premises"** means the Flat and the Car Parking Space/s.
- (n) **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Flat to the Promoter as set out in Clause 6 hereinbelow.
- (o) **"Organisation"** shall mean the ultimate organisation to be formed in the manner contemplated in Clause 13 hereinbelow.
- (p) **"TDR"** means Transferable Development Rights as defined under the DCR 1991 and/or DCR 2034, as the case may be .

2. **INTERPRETATION AND CONSTRUCTION:**

Unless the context otherwise requires:

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
 - (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - (ii) All statutory instruments or orders made pursuant to a statutory provision; and
 - (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

- 2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.
- 2.3 The expression "month" and "year" shall be to the calendar month and calendar year.
- 2.4 Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.
- 2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.
- 2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
- 2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.
- 2.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.
- 2.9 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.10 The words "include" and "including" are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.11 The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the

Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Flat and re-allot the Car Parking Space/s, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- 2.12 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.
- 2.13 The Promoter and the Purchaser are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as "**Party**" and collectively referred to as "**Parties**".

3. **DISCLOSURES AND TITLE:**

- 3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of the title to the Property including the rights of the tenants and the Purchaser has taken full, free and complete disclosure of the title of the Promoter to the Property including the rights of the tenants and the Purchaser has taken full, free and complete inspection of all relevant documents and has also satisfied himself / herself / themselves of the particulars and disclosures of the following:-
- (i) Nature of the Promoter's right, title and interest to the Property and the development thereof and the encumbrances thereon, if any;
 - (ii) The drawings, plans and specifications duly approved and sanctioned by Sanctioning Authorities in respect of the said Tower, the Project and to construct additional floors or buildings in accordance with Recital K and the proposed plans in respect of the same;
 - (iii) Nature and particulars of fixtures, fittings and amenities to be provided in the said Tower and the Flat, which are as more particularly mentioned in the **Annexure " 12 "** annexed hereto;

- (iv) All particulars of the designs and materials to be used in the construction of the Premises and the said Tower;
- (v) The nature of the Organisation to be constituted of the purchaser/s / acquirer/s of the premises / flats in the said Tower to which the title in respect of the Property is to be passed, being either of the Co-operative Housing Society to be governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 ("**Society Act**") or Condominium or an Association of Apartment Owners that may be formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("**MAO Act**") or any other Association / Body as the Promoter may decide and direct in its sole and absolute discretion;
- (vi) The Approvals obtained and to be obtained in relation to the Property and/or the development thereof; and
- (vii) The various amounts and deposits that are to be paid by the Purchaser/s including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and taxes, including GST, water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.

3.2 The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted his/her/their due diligence and has satisfied himself/herself/themselves in respect of the title of the Property as well as the rights of the tenants and encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him/her/them with regard to the Premises, the said Tower the Project and the terms hereof have been responded to by the Promoter. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement. The Purchaser has independently investigated and

is fully satisfied with the title of the Promoter to the Property and has accepted the title of the Promoter and does hereby agrees and undertakes not to raise any requisitions on or objections to the same, any time hereafter.

- 3.3 It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be only restricted to the Flat agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoter of the Total Consideration and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings, etc. hereof. The remaining premises/benefits/rights/areas in the Project shall be the sole property of the Promoter and the Promoter shall be entitled to develop the Property without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever and shall be solely entitled to deal with such premises/benefits/rights/areas in the Project.

4. **PLANS:**

- 4.1 The Promoter shall construct the said Tower on the Property in accordance with the plans, drawings, designs and specifications currently approved by the Sanctioning Authorities.

5. **AGREEMENT:**

- 5.1 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser the Flat bearing No. ____ admeasuring ____ square meters carpet area as per DCR 1991/ admeasuring ____ square meters carpet area as per the Act along with an exclusive enclosed balcony admeasuring ____square meters on the ____ residential floor i.e. ____ floor of the said Tower known as '____' more particularly described in the **SECOND SCHEDULE** hereunder written and shown delineated by a ____ colored boundary line on the floor plan annexed hereto and marked as **Annexure "11 "** for an amount of Rs. _____ /- (Rupees _____ only) ("**Total Consideration**") including the cost for the Car Parking Space/s and the Common Areas and

Facilities appurtenant to the Flat, the nature, extent and description of the Common Areas and Facilities which are more particularly mentioned in the Annexure “_10 _” annexed hereto subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The Promoter has also allotted to the Purchaser an exclusive amenity attached to the Flat being _____ car parking slot/s in the _____ (“**the said Car Parking Space/s**”) more particularly described in the **SECOND SCHEDULE** hereunder written and shown delineated by a _____ coloured boundary line on the plan hereof annexed and marked as **Annexure “ 13”**.

6. **PAYMENTS:**

The Purchaser has paid to the Promoter a sum equivalent to ____% of the Total Consideration of Rs. _____ /- (Rupees _____ only) (the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge the Purchaser from the payment and receipt thereof and every part thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of Rs. _____ /- (Rupees _____ only) in the following manner for the above said “**the Flat**”, time being of the essence of this Agreement , the payment details annexed and marked as **Annexure “ 14 ”**.

Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source (“**TDS**”) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the Flat, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser producing such certificate within ____ months of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the ____

months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

- 6.1 The Total Consideration is exclusive of any sums or amounts and is further excluding cess, levies, fees, deposits, outgoing and maintenance charges, taxes such as GST etc. or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser confirms and agrees that all sums taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.
- 6.2 In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities viz. gymnasias and other structures for the purpose of sports or recreation activities, etc. if provided in the said Tower / Project
- 6.3 It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- (i) make payment of the installments as mentioned hereinabove, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
 - (ii) observe all the covenants, obligations and restrictions stated in this Agreement; and
 - (iii) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 6.4 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 6.5 The Purchaser hereby agrees and undertakes that he/she/they accords his/her/their irrevocable consent that any payment made by the Purchaser to

the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards taxes and other statutory dues in relation to the Premises/Flat and/or this Agreement;
- (ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (iii) thirdly, towards interest on the amounts (including Total Consideration) payable hereunder;
- (iv) fourthly, towards the charges and other amounts payable hereunder; and
- (v) finally towards Total Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.

- 6.6 The aforesaid payments shall be made by the Purchaser within ____ days of notice in writing by the Promoter to be given as hereinafter mentioned.
- 6.7 The Promoter shall confirm that the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the said Tower is complete and the occupation certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area of the Flat shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the Flat within the defined limit then Promoter shall refund the excess money paid by Purchaser within [●] days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Project, Registration of Real Estate Agent, Rates of Interest and Disclosure on Website) Rules, 2017 ("**Rules**"), from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Flat allotted to the Purchaser, the Promoter shall demand additional amount

from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the rate of Rs. [●]/- per square meter.

- 6.8 The Total Consideration is escalation-free, save and except, escalations/increases, due to increase on account of development charges, taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Promoter for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/letter/notice published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Promoter as per the next milestone of the payment plan.

Time for payment is the essence of this Agreement. In addition to the consideration and taxes/levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement.

- 6.9 All payments to be made by the Purchaser under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of [●] bearing [●] Account No. [●] maintained with [●] (hereinafter referred to as '**the Designated Account'/Promoter's Specified Account**'). In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Premises, the Purchaser undertakes to direct such bank or financial institution to ensure that such bank or financial institution does disburse/pay all such amounts towards the consideration as due and payable to the Promoter on the respective dues date/s through an account payee cheque/demand draft / pay order/wire transfer/any other instrument in favour of the Designated Account/Promoter's Specified Account, as the case may be. Any payment made in favour of any other account other than the Designated Account/Promoter's Specified Account/such other accounts as instructed/specified by the Promoter shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Purchaser.

7. **OBLIGATIONS OF THE PROMOTER:**

- 7.1 The Promoter shall construct the said Tower in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. Subject to the provisions of the applicable laws, the Promoter shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same.
- 7.2 The Promoter agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the same.
- 7.3 The Promoter hereby agrees that it shall, before handing over possession of the Premises to the Purchaser and in any event before execution of the conveyance of the Property in favour of the Organization to be formed by the purchasers of premises in the said Tower that may be constructed on the Property make full and true disclosure of the nature of its title to the Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property and shall as far as practicable, ensure that the Property is free from all encumbrances and shall complete its title to the Property so as to execute the conveyance of the Property in favour of the Organization.
- 7.4 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Organisation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

8. **LOAN AGAINST THE PREMISES AND THE PROJECT:**

- 8.1 It is hereby further expressly agreed that notwithstanding that the Purchaser approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**the Lender**") for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Premises to the Promoter and/or mortgaged / mortgages the Premises with the Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges and property tax and other taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Premises to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and the Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Organisation about the lien / charge of such Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
- 8.3 The Purchaser shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Premises.

Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoter shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser further undertakes to reimburse the same to the Promoter without any delay, default or demur.

- 8.4 The Promoter hereby represents that it has created a mortgage in respect of the Project and _____ shall inter alia have a right to enforce the security including but not limited to appoint third party contractors/developers for carrying out the remaining development of the Project. The Purchaser hereby gives his consent for enforcing the security by _____ and to appoint third party contractors/developers for carrying out the remaining development of the Project and agrees and undertakes not to raise any claim and/or objection in this regard. The Purchaser hereby further agrees and undertakes he/she/they shall execute and register necessary documents as may be required by _____ to give effect to the aforesaid.

9. **DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:**

- 9.1 On the Purchaser committing 3 (three) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's share of Contribution as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 9.2 Provided always that the power of termination hereinbefore contained shall without any reference or recourse to any judicial authority however such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 days prior notice in writing by Registered post AD as the address provided by the Purchaser of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of 15 days after giving of such notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon the expiry of the aforesaid 15 days.

- 9.3 Provided further that upon termination of this Agreement as aforesaid, ____ % of the Total Consideration towards Liquidated Damages will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Promoter shall refund to the Purchaser the remaining amount of sale price of the Premises excluding taxes of any nature whatsoever which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated Damages and taxes shall be refunded by the Promoter to Purchaser within ____ month from the date of termination of this Agreement.
- 9.4 In the event, the Promoter informs the Purchaser that it is unable to undertake the Project due to Force Majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Purchaser till then (excluding the taxes deposited with the government) within ____ month from the date of termination of the Agreement.
- 9.5 It is hereby agreed between the Parties hereto that receipt of the aforementioned refund either under Clause [●] or [●] or [●] above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions) dispute of any nature whatsoever either against the Promoter or against the Premises or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation, without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard. The Promoter shall be entitled to re-sell/allot the Premises to a third party, from

the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts (subject to deductions, if any).

- 9.6 If the Purchaser in order to augment the resources in his/her/ their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Lender against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount as mentioned herein; and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated in Clause __ regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

10. **FIXTURE/FITTINGS AND FACILITIES/AMENITIES:**

The Promoter will provide the fixtures, fittings, facilities and amenities in the said Tower and the Flat as more particularly mentioned in **Annexure "12"** annexed hereto.

11. **RIGHTS OF PROMOTERS:**

- 11.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold along with allotment of the Car Parking Space/s by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled

to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

11.2. subject to the provisions of the applicable laws, the Promoter shall be at liberty and be entitled to amend the lay-out plan of the Property, the building plans, other Approvals for, including but not limited to:-

(i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of Property; and

(ii) amalgamation of the Property with any adjoining plots of land.

11.4 The Purchaser hereby grants his irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off the flats and the car parking space/s forming part of the Project and to permit the same to be utilized for any purpose by anyone. The Promoter shall have the absolute right to deal with and dispose off the flats and the car parking space/s forming part of the Project or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

11.5. It is hereby expressly agreed that the Promoter shall always be entitled to sell the premises/flats in the said Tower for the purpose of using the same for any purpose including as guest houses, dispensaries, nursing homes, maternity homes, shops, consulting rooms, banks, coaching classes, training centers, community halls or for any other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said premises for the aforesaid purposes by the respective purchasers thereof.

11.6 Hereafter, if any further FSI is permitted to be utilized on the Property in accordance with the applicable law, the same shall inure for the benefit of the Promoter alone. If the FSI in respect of the Property increased by the Sanctioning Authorities and/or additional construction is possible on the Property on account of transfer of development rights available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event,

subject to the provisions of the Act the Promoter alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans.

- 11.7 The Promoter shall always be entitled to use the terrace/s including the parapet wall for the purposes of display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. to which the Purchaser shall not have right to object and it is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the Property or on the said Tower or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Tower as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Flat agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the said Tower and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo or otherwise.
- 11.9 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the said Tower, premises and the infrastructure, common amenities and facilities of the Property, for a period of at least ____ years after the Property is developed and if the Organisation approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Property.

- 11.10 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the said Tower, the Common Areas and Facilities more particularly mentioned in **Annexure "10"** annexed hereto. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser shall either directly pay the project management fee to the Promoter or to the project management agency.
- 11.11 The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on Large Property or any part thereof and in accordance with the provisions of the applicable laws construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the said Tower/s plans from time to time.
- 11.12 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the premises in the said Tower, the power and authority of the Organisation so formed or that of the Purchaser and the purchasers of other premises in the said Tower shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Tower, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises in the said Tower. In case the Organisation is formed before the disposal by the Promoter of all the premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Organisation shall admit such purchaser as the member/s without charging any premium or extra payment.
- 11.13 Till the entire development of the Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and

the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.

11.14 The Purchaser is aware that the Promoter (either itself or through its affiliates or in joint venture with any parties) will be developing the Project on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and in accordance with the provisions of the Act the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the Property, to such affiliates, co-developer or the joint venture, all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Property right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Property and the said Tower for the more beneficial and optimum use and enjoyment of other areas forming part of the Property in such manner as may be desired by the Promoter and the Purchaser expressly and irrevocably consent/s to the same.

11.15 Subject to the provisions of the applicable laws, the Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property as well as Project and/or the said Tower, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises.

11.16 In accordance with provisions of the applicable laws, the Promoter shall be entitled to make variations in the lay-out, amenities and specifications, relocations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, Gymnasium and their dimension as the Promoter deems fit.

11.17 In the event the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by

the Purchaser to the Promoter in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided However, it is hereby clarified that the Promoter shall enclose the requisite notification/order/rule/regulation/letter/notice published/issued in that behalf alongwith the demand letter which will be issued by the Promoter and the Purchaser shall be liable to pay such amounts to the Promoter, within 15 (fifteen) days of such demand being made by the Promoter.

11.18 In accordance with the provisions of the applicable laws, the Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same.

12 **POSSESSION:**

12.1 The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation and Occupation Certificate from the Sanctioning Authority has been received in that regard, provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Purchaser. The Promoter shall endeavor to give possession of the Premises to the Purchaser on or before ____ excluding a grace period of ____ months and further subject to force majeure and other factors as specified herein.

12.2 If the Promoter fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to grace period of 6 months and force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within ____ days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, excluding taxes that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the interest at the rate as may be prescribed under the Rules from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the

above mentioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.

- 12.3 If as a result of any legislative order or regulation or direction or the non-receipt of the any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to complete the said Tower and/or give possession of the Premises to the Purchaser in the time as mentioned in Clause 12.1 above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser such consideration as may have been paid by the Purchaser excluding the taxes with such interest thereon as may be prescribed under the Rules from the date of receipt of payment of each installment to the date of notice of termination by the Promoter. It is hereby clarified that such balance sale consideration after deducting taxes shall be refunded by the Promoter to Purchaser within a period of ____ days from the date of termination of this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the said Tower is delayed on account of:

- (i) force majeure, which shall mean an occurrence of an event of war, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the regular development of the Property; and
- (ii) stay or injunction order passed in respect of the property by any court of law, tribunal, competent authority, statutory authority, high power committee etc.
- (iii) non-availability of steel, cement, other building material, water or electric supply;
- (iv) non-payment or delayed payment of installments by the Purchaser;

- (v) labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter;
- (vi) any change in the DCR 1991;
- (vii) change in any law or the DCR or notification which does not have a retrospective application or effect on the approvals already sanctioned by the Sanctioning Authority/ies;
- (viii) any additional grant of FSI / TDR which may entail increasing the number of floors;
- (ix) invocation of code of conduct;
- (x) economic hardship;
- (xi) delay in receipt of documents and/or Approvals;
- (xii) other reasonable cause beyond the control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter; and
- (xiii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the said Tower including the Premises.

12.4 Upon possession of the Premises being delivered to the Purchaser, he/she/they shall have no claim against the Promoter in respect of any item of work in the Flat.

- 12.5 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Property or the said Tower or any part thereof.
- 12.6 The Purchaser agrees that the return of the payment mentioned in Clause [●] and [●] above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 12.7 The Purchaser shall take possession of the Premises within ____days of the Promoter giving written notice to Purchaser intimating that the Premises is ready for use and occupation and offering possession of the same to the Purchaser. Commencing from the expiry of the ____ days from issue of the intimation in writing by the Promoter to the Purchaser that the Premises is ready for occupation, use, and possession, the Premises shall be at the risk of the Purchaser (irrespective of whether possession of the Premises is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Premises. It is agreed that irrespective whether possession of the Premises is actually taken or not by the Purchaser, the Purchaser shall from the date of expiry of the ____ day from the date on which possession of the Premises is offered by the Promoter to the Purchaser be liable to bear and pay to the Promoter all outgoings in respect of the Premises all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance common lights and repairs and salaries of employees, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Tower / Property. The Purchaser shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.
- 12.8 The Purchaser shall, prior to taking possession of the Premises examine and satisfy himself/herself/itself with the area of the Flat and the said amenities / fixtures. Thereafter, the Purchaser shall have no claim against the Promoter with respect to the Premises or any other amenities / fixtures of the Flat, said Tower or any amenities / fixtures alleged not to have been carried out

completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

- 12.9 Provided that if within a period of 5 years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in material used in the Flat or the said Tower in which the Flat is situated or any unauthorized change in the construction of the said Tower, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoter reasonable momentary compensation for such defect or change.

Provided further, that the aforesaid defect liability clause shall not be applicable if any defect or damage is found to have been caused due to the following circumstances by the Purchaser or his agent or adjoining flat purchaser :

- (i) any change in the internal or external plaster;
- (ii) any change in civil work;
- (iii) any change in the flooring of the Flat;
- (iv) any change in the bathrooms of the Flat;
- (v) any change/resizing of the window/s or window sill;
- (vi) any damage to the water proofing caused due to change/s/damage/s to the water pipe lines;
- (vii) nailing of wall floor ,terrace, drilling in slab ,walls & external plaster wall;
- (viii) any corrosion to the R.C.C. structure due to weather constrains;.
- (ix) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other purchasers in the Project (including the family members, servants, occupants, licensees of such Purchaser) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoter/ utility providers for the Project;
- (x) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the Flat or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to

individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

13 **ORGANISATION:**

- 13.1 **"Organisation"** means either the society that may be formed and registered under the provisions of the Society / Condominium / Association of Apartment owners that may be formed under the provisions of the MAO Act, in respect of the Property and the said Tower in accordance with the provisions of this Agreement.
- 13.2 In accordance with the provisions of the Act, at the discretion of the Promoter, a single Organisation may be formed of the purchasers of residential premises and the tenants/owners of the shop in the said Project
- 13.3 The decision of the Promoter as to which documents will be executed for transferring and vesting the title in respect of the said Organisation shall be conclusive, final and binding on the Purchaser/s and the Organisation.
- 13.4 The Purchaser, and the purchasers of the other premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Promoter within ____ days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the Organisation of the premises purchasers under the appropriate Statute. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 13.5 Further, the Purchaser and the purchasers of the other premises shall enter into / sign / execute such documents / writings, as may be required, containing covenant/s for payment of the expenses relating to the Common Areas and Facilities which are situated on the Property.

13.6 It is agreed that in the event that the Organisation has been formed but there is/are premises/s in the said Tower that are not sold by the Promoter, the Promoter shall not be liable to pay maintenance charges, or any other charges/expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises occurs.

13.7 Declaration to be submitted under the MAO Act or other documents in favour of the Organisation shall *inter alia* contain the following:-

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) the right of the Promoter of full and complete access on the Property for the aforesaid purpose;
- (iii) the right of the Promoter to give on exclusive basis certain areas in the said Tower / Project to any third party to the exclusion of others including the Purchaser;
- (iv) the obligation of the Organisation to pay the share of taxes in respect of all tax assessments, dues, cesses and outgoings, in respect of said Tower and/or the Property and/or any portion thereof;
- (v) declaration and undertaking by the Organisation that the Organisation shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Property and/or otherwise in such manner as it deems fit and the Organisation shall not have any objection in this regard;
- (vi) confirmation of all the rights of the Promoter under this Agreement;
and

(vii) confirmation and acceptance of all the obligations of the Purchaser under this Agreement.

- 13.8 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Organisation on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Tower and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.
- 13.9 It is clarified that the Organisation shall not deal with any matters relating to the development of the Property or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Organisation shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of the Property including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Property or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit in accordance with the provision of the applicable laws.

14 **COMMON AREAS AND FACILITIES:**

- 14.1 It is expressly agreed that the Purchaser shall be entitled to the Common Areas and Facilities appurtenant with the Flat and the nature, extent and description of such Common Areas and Facilities are mentioned in the **Annexure "____"** annexed hereto.
- 14.2 The Promoter shall be providing a common toilet on the mid-landing of each floor of the said Tower which shall be used by flat purchasers of that particular floor and the Purchaser shall pay an amount of Rs. ____/- to the Promoter to use the said amenity/facility.

15 **COVENANTS BY THE PURCHASER:**

- 15.1 The Project and the said Tower name shall not be changed at any time by the Purchaser or the Organisation without the prior written consent of the Promoter. Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the Flat or any part thereof or permit the same to be used only for residential purposes and shall use the Car Parking Space/s if allotted for the purpose of parking the Purchaser's own vehicle. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser shall use the Car Parking Space/s for the purpose of parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 15.2 Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount and all other amounts (as mentioned in this Agreement), as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has a dispute against the Promoter.
- 15.3 The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows: -
- (i) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the said Tower, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the said Tower or the Premises or part thereof;
 - (ii) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Tower or storing of which goods is objected

by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Tower including the entrance thereof. In case any damage is caused to the Premises or the said Tower on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

- (iii) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises or the said Tower which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) not to demolish or caused to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the said Tower and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of the said Tower and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or part or other structural members in the Flat without the prior permission of the Promoter and/or the Organisation;
- (v) not to put any claim in respect of the restricted amenities including open car parking space, open space hoarding or terrace and same are retained by the Promoter as restricted amenities;
- (vi) at all times to hold the Flat and the Car Parking Space/s as one composite unit;

- (vii) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the said Tower or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (viii) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and/or the said Tower in which the Premises is situated;
- (ix) not to use or claim any right, title and interest in respect of the toilet area exclusively provided by the Promoter to the tenants/owners of the shops on the ground floor of the said Tower;
- (x) pay to the Promoter within [●] days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Tower in which the Premises is situated;
- (xi) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Premises or otherwise;
- (xii) to bear and pay GST and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- (xiii) The Purchaser shall not without the prior written consent of the Promoter let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser

has intimated the Promoter and obtained its prior consent in writing in that behalf;

- (xiv) till the management of the said Tower is handed over to the Organisation, to allow the Promoter, its surveyors and agents at all reasonable time to enter into or upon the Premises / Property to view and examine the state and condition thereof;
- (xv) not to close or permit to be closed varandas or balconies of the Flat / said Tower or change the external colour scheme or the pattern of the colour of the said Tower;
- (xvi) not to change exterior elevation or the outlay of the said Tower / Flat;
- (xvii) not to fix any grill to the said Tower / Flat or windows except in accordance with the design approved by the Promoter;
- (xviii) Purchaser shall not do or suffer to be done anything on the Property or the said Tower / Premises which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (xix) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Tower / Flat, save and except in the areas designated for the said purpose;
- (xx) not to keep flower-vase outside the said Tower / Flat on the parapet or chaja or in the common area of the said Tower; and
- (xxi) not to encroach upon or make use of any portion of the said Tower not agreed to be acquired by the Purchaser.

These covenants shall be binding and operative even after the formation of the Organisation.

15.4 The Purchaser hereby agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Property. In accordance with the provisions of the applicable laws, the Promoter shall be entitled to modify, amend, alter, change the layout of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing / structure either independent or by way of extension or in continuation or attached to the building under construction in the layout with or without amendment of such layout.

15.5 The Purchaser confirms that the Promoter has given full, free and complete inspection of documents of title in respect of the Property and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate dated ____ issued by _____, Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Promoter to the Property.

16 **OUTGOINGS:**

16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings namely local taxes, betterment charges, lease rent, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Tower. Until the management of the Property and the said Tower is handed over to the Organisation, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____ /- (Rupees _____ Only) towards the outgoings regularly on the _____ day of every month in advance and shall not withhold the same for any reason whatsoever. The

amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation.

17 The Purchaser shall at the time of making payment of the final installment and simultaneously with receipt of possession of the Flat pay to the Promoter the additional amounts more particularly detailed in **Annexure "15"** annexed hereto. The said purposes and the corresponding amounts are as per the present estimate and are subject to modification by the Promoter and shall not carry interest.

17.1 The Promoter shall utilize the sum of Rs ____ /- (Rupees _____ only) referred to in Clause (ii) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.

17.2 It is agreed in respect of amounts mentioned in Clause (i) to (iv) above, the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.

17.3 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser as advance or deposit on account of the share capital of the Organisation, maintenance and other charges and shall utilize the same for the purpose for which they have been received.

18 **INTEREST:**

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter interest at such rate as may be prescribed under the Rules on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter until the date such outstanding amount is received by the Promoter.

19 **FINAL TRANSFER DOCUMENT**

19.1 The Promoter shall execute a Indenture of Conveyance/Indenture of Lease in favour of the Organisation/s or the Declaration under the MAO Act and the same shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Property and the said Tower (2) a covenant by the Purchaser to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

19.2 The Promoter shall execute a Indenture of Conveyance/Indenture of Lease in favour of the Organisation only :-

A.

- (i) after all the premises in the said Tower have been sold and disposed of and the Promoter has received full consideration or dues payable to them under the agreements for sale with the respective purchaser of the various premises;
- (ii) after the Promoter has fully utilized the FSI (including fungible FSI) available from the Property and/or has fully utilized the increased in present or future FSI available by any change in the DCR and/or has fully utilized the TDR or FSI available in respect of the Property as the case may be; or
- (iii) after the occupation certificate or the building completion certificate in respect of the said Tower have been received from the Sanctioning Authority; whichever is later.

19.3 The Advocates and Solicitors for the Promoter shall prepare and/or approve, as the case may be, the Indenture of Conveyance/Indenture of Lease in favour of the Organisation or the Declaration to be submitted under the MAO Act, Deeds of Apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Indenture of Conveyance/Indenture of Lease and other documents and formation and registration of the Organisation shall be borne and paid by all the purchaser

of the various premises in the said Tower on its formation.

- 19.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Property or said Tower or any part thereof.

20 **STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

21 **NOTICES:**

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser at the address hereinbefore stated, through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.

22 **INDEMNIFICATION BY THE PURCHASER:**

The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the

Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

23 **GENERAL PROVISIONS:**

- 23.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto.
- 23.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 23.3 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Promoter.
- 23.4 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.
- 23.5 All taxes, charges including but not limited to GST or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Promoter or (iv) otherwise shall be to the account of the Purchaser alone and the Promoter shall not be liable to pay

the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Premises and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser.

24 **DISPUTE RESOLUTION AND GOVERNING LAW:**

24.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

24.2 In case of failure to settle the dispute amicably, the Parties shall refer the dispute to the Authority as per the provisions of the Act.

24.3 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25 **CONFIDENTIALITY:**

25.1 The Purchaser hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Premises and is legally binding on the Purchaser and shall always be in full force and effect.

25.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

25.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organisation or other recognized investment exchange having jurisdiction over the Parties; or
- (ii) such disclosure is required in connection with any litigation; or
- (iii) such information has entered the public domain other than by a breach of the Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Property)

all its right, title and interest in respect of all that piece and parcel of land admeasuring 472.4 square meters (including set back area admeasuring 72.4 square meters) together with structures erected and standing thereon situate, lying and being at Plot No. 25 and corresponding CTS No. E/843, 1st Road, Premjivan Building, Chitrakar Dhurandhar Marg, Khar (West), Mumbai 400 051 and bounded as follows:

On or towards East : by [●];
On or towards West : by [●];
On or towards South : by [●]; and
On or towards North : by [●].

THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the Flat and the Car Parking Spaces)

(i) Flat No. [•] admeasuring [•] square meters carpet area as per DCR 1991/ admeasuring [•] square meters carpet area as per the Act on the [•] residential floor i.e. [•] floor in said Tower known as [•] to be constructed on the Property, as mentioned in the First Schedule situate, lying and bearing [•]; and (ii) [•] car parking slots in the [•].

SIGNED AND DECLARED BY)
the withinnamed "**Promoter**")
NARANG & MAHAVEER DEVELOPERS LLP)
by the hand of its authorized signatory)
[•])
in the presence of [•])

SIGNED AND DELIVERED by)
the withinnamed "**Purchaser/s**")
[•])
in the presence of _____)

R E C E I P T

RECEIVED of and from within named, the Purchaser/s, [●], a sum of Rs. [●] (Rupees [●] Only) vide Cheque No. [●] dated [●] drawn on [●] being the Earnest money/ Deposit amount mentioned in Clause 6.1 (i) of this Agreement.

WE SAY RECEIVED:

For NARANG & MAHAVEER DEVELOPERS LLP

(Authorized Signatory)

WITNESSES:

- 1.
- 2.

Annexure 1

Plan

Annexure 2

Property Register Card

Annexure 3

IOD Approved Plan

Annexure 4

Commencement Certificate

Annexure 5

Authenticated Copies Of The Plans and Sanctions

Annexure 6

Title Certificate

Annexure 7

No Objection Certificate from Bank

Annexure 8

Registration Certificate Issued By RERA Authority

Annexure 9

Floor Plan

Annexure 10

Common Areas And Facilities

Annexure 11

Flat Described On The Floor plan

Annexure 12

List Of Fixtures, Fittings And Amenities

Annexure 13

Parking Space Allotted

Annexure " 14 ".

Payment Details Annexed And Marked

Annexure " 15

List Of Additional Payments

Annexure "14"
Payment Schedule

Amount of Rs. _____/- to be paid to the Promoter at or after the execution of the Agreement.

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____ /-to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Amount of Rs. _____/- to be paid to the Promoter on [•]

Annexure "15"
List of additional payments

(Unit and Project Details)

(I) Customer ID

(II) Correspondence Address of Purchaser :

(III) Email ID of Purchaser :

(IV) Unit Details :

(i) Development/Project :

(ii) Building Name :

(iii) Unit No :

(iv) Area :

	Sq.Ft	Sq. Mtrs
Carpet Area		
EBVT Area		
Net Area (Carpet Area + EBVT Area)		

(vi) Car Parking Space Allotted : _____nos.

(V) Consideration Value(CV): Rs. _____/-(Rupees
_____Only)

(VI) Payment Schedule for the Consideration Value (CV):

(VII) Reimbursements : Payable on/before the Date of offer of Possession*:

(1) Land Under Construction (LUC) Reimbursement:

Rs. _____/-(Rupees _____Only)

towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.

(2) Electricity Deposit Reimbursement:

Rs. _____/-
 (Rupees _____ Only) towards
 provisional amount of reimbursement of deposit paid to Electricity Supply
 company on the Purchaser's behalf. The benefit of the said deposit shall
 stand transferred to the Purchaser when meter is transferred to the
 Purchaser's name.

(3) Utility connection and related expenses:

Rs. _____ (Rupees _____ 0
 nly)

(4) Piped Gas Connection and related expenses (if applicable):

Rs. _____ (Rupees _____ Only)

(VIII) Maintenance Related Amounts : Provisional amounts (subject to actual)
 payable on/before the Date of Offer of Possession:

(5) BCAM Charges :

Rs. _____ (Rupees _____ Only)
 covering period of 18 months from DOP.

(1) Advance Property Charges :

Rs. _____ / (Rupees _____ Only)
 covering period of 12 months from DOP

(2) Security Deposit for Car Parking Space :

Rs. _____ / (Rupees _____ Only)
 Interest Free.

(3) Annual Club Usage Charges:

Rs. _____ / (Rupees _____ Only)
 covering period of 18 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	No. Of Members
1 BHK	4
2 BHK	5

(6) Propety Tax (Estimated):

Rs. _____ / (Rupees _____ Only)
 covering period of 18 months from DOP.

(7) Sinking Fund:

Rs. _____/(Rupees _____ Only)

(8) Building Protection Deposit : Undated cheque of Rs. _____/

(Rupees _____

_____ Only) towards

Bulding Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fitouts/interior works.

(9) Share Money :

Rs. _____/ (Rupees _____ Only)

(10) Ultimate Society Formation & Registration Charges :

Rs. _____/(Rupees _____ Only)

(IX) Other Charges : Provisional amounts (subject to actual) payable on/before the Date of Offer of Possession:

(1) Charges towards Electricity Substation & Water Connection:

Rs. _____/(Rupees _____ Only)

Total Consideration = Consideration Value + Reimbursements + Maintenance Related Amounts + Other Charges.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(X) **Date of Offer of Possession:** _____ 20_____, subject to additional grace period of 18(eighteen) months and any extension as may be applicable on account of the provision of Clause _____

(XI) Project Details :

1) Project Name :

2) RERA Registration Number : _____

3) Project details: