

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai, this ____ day of _____, 2018 BETWEEN **M/s. R.G CORPORATION the Proprietorship concern of Mr. Gulzarahmed Yusufali Mistry, an adult, Indian Inhabitant** having Registered Office at 06, Shree Krishna Niwas, Shradhanand Road, Vile Parle (East), Mumbai – 400 057, hereinafter referred to as the **“DEVELOPER / PROMOTER ”**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators or assigns) of one part,

AND

Mr./Mrs./M/s_____

_____adults

Indian inhabitant, having address at _____

having Pan No._____hereinafter referred to as the **‘PURCHASER/S’** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns and in case of a

Joint Hindu Family, the members or member for the time being of the said Joint Hindu Family, and their respective heirs, permitted assigns and in case of a Joint Hindu family, the members or member for the time being of the said Joint Hindu Family, and their respective heirs, executors, administrators and in case of Trust, its trustees for the time being) of the other part.

WHEREAS

- 1) One Mrs. Marceline Louis Misquitta was seized and possessed the plot of land bearing Final plot No 333B corresponding CTS no. 1854, 1854 /1 to 13, survey no. 121, Hissa no. 1B, area 20 Guntha, 4 Anna equivalent to 1918.80 sq.mt of revenue Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, Mumbai- 400057 And whereas the said Mrs. Marceline Louis Misquitta left Will through it she has bequeathed the said property to one Mr. Abbot Anthony Quinny AND WHEREAS the said Mr. Abbot Anthony Quinny probated the said Will dated. by filing Probate Petition bearing no. 150 of 2003 in the Hon'ble High Court, Bombay and the Hon'ble High Court had granted Probate to said Mr. Abbot Anthony Quinny on 29th November 2003. AND WHEREAS the town planning scheme in respect of Vile Parle V was sanctioned and in lieu of the said property forming part of the Town Planning Scheme (TPS) which is considered as O.P (Original Plot) no. 399 admeasuring 1918.80 sq. mt and in lieu thereof Final Plot no. 333/B admeasuring 200 sq. mt is allotted and by virtue of Conveyance Deed dt. 16/12/2009 between Mr. Abbot Anthony Quinny and Mr. Gulzarahmed Yusufali Mistry, the Proprietor of M/s. R.G Corporation, the said Mr. Abbot Anthony Quinny had transferred, sold and conveyed all right, title and interest in respect of property situated at CTS no. 1854, 1854 /1 to 13 survey no. 121, Hissa no. 1B, of Revenue Village Vile Parle (East) Mumbai 400057, Original Plot no. 399, Corresponding Final Plot no. 333/B admeasuring 200 sq. mt in favour of Developer/Promoter herein, more particularly mentioned in **First Schedule** herein below.

2) **AND WHEREAS one** Late Luis Francis Misquitta and others was a owner of the piece or parcel of land bearing 1852, 1852 – 1 to 5, 1853, 1853 -1 to 20, Original Plot no. 399 A, Final Plot no. 333A of TPS V, admeasuring 201. Sq. mt. along with structures standing thereon lying and being at Shradhanand Road, Vile Parle (East), Mumbai- 400057 AND WHEREAS by an order Vide letter no. SRS-2005 P-K-453/ZOPASU-1 dated 15/05/2006, the Additional Collector (Enc/Rem) and Competent Authority western Suburbs District Mumbai has declared the said property as “Slum”, the said order was published in the Government Gazette of Maharashtra Bearing no. U-2/DESK-5-S-R-3/05 dated 30/06/2006. AND WHEREAS the said Mr. Luis Francis Misquitta expired on 14/05/1971 intestate at Mumbai, Mrs. Mary John Mingal Misquitta expired on 24/06/1987 intestate at Mumbai, the said Mrs. Mary John Misquitta survived after them three sons 1) Mr. Anthon alias Anthony Gregory Misquitta 2) Leslie Thomas Misquitta and 3) Roque Francis Misquitta AND WHEREAS the said Mr. Anthon alias Anthony Gregory Misquitta expired on 21/04/1969 at Mumbai intestate and his widow Mrs. Anne Tresa expired on 31/03/1976 at Mumbai intestate and had no children AND WHEREAS Mr. Leslie Thomas Misquitta expired on 31/07/1962 at Mumbai intestate and his widow Mrs. Lucia E Misquitta expired on 10/05/2006 intestate at Mumbai surviving only married daughter Blanch C Castelino . AND WHEREAS said Mr. Roque Francis Misquitta expired on 13/12/2003 at Mumbai intestate surviving after Mrs. Elizabeth Roque Misquitta as widow and his two sons Mr. Tony Roque Misquitta and Mr. Scanlon Terence Misquitta and married daughter Mrs. Svetlana Sandeep Kanchan are the legal heirs and representative of deceased Mr. Roque Francis Misquitta AND WHEREAS by virtue of Conveyance Deed dated. 27th August 2013, between 1) Mrs. Elizabeth Roque Misquitta, 2) Mrs. Svetlana Sandeep Kanchan, 3) Mr. Tony Roque Misquitta, 4) Mr. Scanlon Terrace Misquitta and 5) Mrs. Blanch Cajetan Castelino have sold,transferred the right title and interest and conveyed the landed property along with structures therein situated at CTS no. 1852, 1852 – 1 to 5, 1853, 1853 -1 to 20, Original Plot no. 399 A admeasuring 487.65 sq mt corresponding to Final Plot no. 333A

admeasuring 201.60 sq mt of TPS V, Shradhanand Road, Vile Parle (East), Mumbai- 400057 along with the structures thereon in favour of the Developer herein, more particularly mentioned in **Second Schedule** herein below.

- 3) **AND WHEREAS** one M/s. Reliance Infrastructure Ltd (RInfra) is India's leading private sector utility Company and is ranked amongst India's top 20 listed private companies in terms of all major financial parameters, including assets, sales, net worth, profits and market capitalization, vide town planning scheme for Vile Parle no. V sanctioned by the State Government and in force since 21.07.2008. RInfra is the owner and sufficiently entitled to Ownership rights on land bearing Final Plot no. 374 situated at Village Vile Parle (East) TPS V Shradhanand Road, Mumbai 400057 totally admeasuring 231 sq. mtrs. AND WHEREAS the Developer Mr. Gulzar Ahmed Yusuf Ali Mistry the proprietor of R.G Corporation has represented to RInfra that it is entitled to and has ownership rights in respect of adjoining plots of land bearing Final plot no. 333A and 333B, City Survey nos. 1852, 1852/1 to 5, 1853, 1853/1 to 20, 1854, 1854/1 to 13, the Developer further represented to RInfra that it has acquired exclusive Development rights in respect of certain plot of land (adjoining RInfra's property) bearing Final Plot no. 373 corresponding City survey no. 1863 Whereas adjoining lands bearing 1) CTS no. 1852, 1852/1 to 5 admeasuring 176.70 sq. mt. 2) CTS no. 1853 (pt) admeasuring 356.05 sq. mt 3) CTS no. 1854 (pt), 1854 /1 to 13 admeasuring 171.87 sq. mt 4) CTS no. 1855 (pt) admeasuring 99.38 sq. mt and 5) CTS no. 1863 admeasuring 585.20 sq. mt are encroached by unauthorized occupants and the occupants on said lands have formed Neel Gagan SRA CHS and the said land have been Notified as Slum Area by Housing Department Mantralaya vide letter dated. SRS-2005/P.K – 453/ Zopasu –I dated 15/05/2006 AND WHEREAS said Neel Gagan SRA CHS has appointed the Developer for developing the said land under Slum Rehabilitation Authority (SRA) and whereas the Developer has obtained Letter of Intent (LOI) from C.E.O Slum Rehabilitation Authority bearing no. SRA/ENG/2636/KE/PL/LOI dated 12/12/2014 for developing

the adjoining plots, by constructing proposed Buildings on the said adjoining plot and whereas the Developer has obtained Annexure –II from Competent Authority dt. 26th March 2013 and whereas the Developer has obtained Intimation of Approval “IOA” from Slum Rehabilitation Authority bearing no. SRA/ENG. 3192/KE/PL/AP dated 06th April 2015 for developing adjoining plots by constructing buildings on the said adjoining plots and for better and effectual development of amalgamated Property (proposed) RInfra and Developer’s Property, the Developer has approached RInfra with proposal to develop entire property as Single Lay-out under SRA scheme for mutual benefit and whereas RInfra has agreed to give Development Rights with respect to property to Developer and the developer has agreed to amalgamate its adjoining plots with RInfra’s property Final Plot no. 374, the Developer has represented that the construction / development shall comprise two separate independent buildings viz. 1) Rehab / composite Building on final plot no. 373/374 and 2) Saleable Building to be Known as “Roohi Elegance “ Comprise of 14 floors proposed on final Plot no. 333A/333B as a Single Layout under SRA Scheme and whereas by virtue of Development Agreement dt. 30th March 2016 the M/s. Reliance Infrastructure has granted development rights of plot admeasuring 231.00 sq. mt to the M/s. R. G Corporation, the proprietary Concern on the terms and conditions more particularly mentioned in the Registered Development Agreement dated. 30th March 2016.

- 4) As per the Registered Development Agreement with M/s. Reliance Infrastructure Ltd, RInfra shall permit / consider Developers proposal and developer shall conceptualize develop and construct Rehab / Composite building comprising of Ground plus 15 floors with part Terrace on Final Plot no. 373/374 at its own cost, risks, expenses and entire responsibility on a principal to principal basis and not as agents to RInfra on the RInfra’s property situated lying and being Final plot no. 373, 374 Village Vile Parle(East) Shradhanand Road, Taluka Mumbai and whereas within a period of 36 months from receipt of full Commencement certificate, the Developer will construct with its own cost and expenses a Sub Station / Receiving Station

having 400.73 sq. mt (built up area) and total Height shall be 11.15 mt above ground level proposed to be a Single Layout under SRA Scheme on the Rehab/Composite building i.e. Final Plot no. 373, 374. The said Rehab / Composite building is proposed to be known as Neel Gagan CHS Ltd and the said Rehab / composite building will be constructed on the Final Plot no. 373/374. The said sub-station will have an independent entry and exit including independent facility of toilet and drinking water (without interference of the proposed Neel Gagan Co-op Hsg. Society) for exclusive use of RInfra's as per the agreed sub-station / receiving station plan shown by the developer and in- principally approved by RInfra. Property is more particularly mentioned in **Third Schedule** herein below.

5) **AND WHEREAS** the M/s. The New Shakti Co-op Housing society is the owner of piece and parcel of land by virtue of Deed of Conveyance executed on 15th January 1964 and registered with the Sub- Register of Assurances at Bandra under no. BND 132 OF 1964 conveying the land bearing Survey no. 119A, Hissa No. 3B, admeasuring 588 sq. mtrs. (Equivalent to 700 sq. yds) Original plot no. 398 admeasuring 585.12 sq. mtrs. Now shown as final plots no. 373 admeasuring 487. 50 sq. mts in TPS V, Vile Parle (East), Mumbai- 400057 and whereas the said society by name M/s. The New Shakti Co-operative Housing Society Ltd registered under the Maharashtra Co-operative Act, 1960 having registration no. BOM/HSG/548 of 1964 has executed Development Agreement dated 16th June 2011 with M/s. R. G. Corporation a proprietary concern of Mr. Gulzarahmed Yusufali Mistry in respect of development of a plot of land situated at Survey no. 119A, Hissa No. 3B, admeasuring 588 sq. mtrs. Original plot no. 398 admeasuring 585.12 as. Mtrs and final plot no. 373 admeasuring 487.50 sq. mts. In TPS V, Village Vile Parle (East), Mumbai- 400057 under the provision of Slum Rehabilitation Act (Slum Act) more particularly mentioned in **Fourth Schedule** herein below.

6) **AND WHEREAS** The DEVELOPER/PROMOTER has already obtained the following permissions.

- (i) Annexure II dated 26/3/2012 from Deputy Collector (ENC/REM)
- (ii) Revised "LOI", from Slum Rehabilitation Authority bearing No. SRA/ENG/2636/KE/PL/LOI, Dated: 26/10/2016.
- (iii) Amended IOA bearing no.SRA/ENG/3192/KE/PL/AP dt. 28/10/2016.
- (iv) **Annexure no. 1 is copy of Revised LOI dated. 26/10/2016, Annexure-2 is copy of IOA dt. 28/10/2016 and Annexure -3 is copy of Commencement Certificate dt. 28/12/2016 for composite building till Plinth Level.**

7) The Developer has proposed to develop the said property Final Plot no. 373/374 by demolishing the existing structures and constructing multi-storied building thereon under the SRA scheme.

8) In the premises aforesaid the Developer alone is entitled to develop the said plots and has the sole and exclusive rights to sell the flats in the Rehab/composite building to be constructed by the Developer on the said plot and to enter into the agreement with the purchaser/s of the flats and to receive the sale price in respect thereof.

9) The Developer has undertaken the work of construction of a multi-storied building on the said property in accordance with the plans sanctioned by the Slum Rehabilitation Authority and other concerned authority and in accordance with the terms and conditions imposed by the Slum Rehabilitation Authority.

10) The Developer/Promoter has appointed M/s. Deodhar Associates, Architects registered with the council of Architects and have appointed M/s. Hanware Consultants for the buildings as structural Engineer for the preparation of the structure designs and drawings of the building to be constructed on the said property and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the buildings, unless otherwise changed by the Developer / Promoter.

- 11) The Developer / Promoter is constructing the Rehab/composite Building on Final plot no.373/374 of TPS V being Project as a real estate project and as such is a separate project as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agent, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the Promoter has registered the Project as a separate real estate project with the Real Estate Regulatory Authority (hereinafter referred to as "Authority") under the provision of section 3 of RERA read with the provisions of the RERA Rules;
- 12) The Slum Rehabilitation Authority ("**SRA**") has sanctioned the plans for construction of the Composite Building on the said property and issued Intimation of Approval (the "IOA") bearing No. SRA/ENG/3192/KE/PL/AP Dated 28th October 2016 and Commencement Certificate ("**CC**") bearing No. SRA/ENG/3192/KE/PL/AP dated 28th December 2016.
- 13) The Purchaser/s is/are aware that layout of the said property, prepared by the Promoter is a tentative layout, and is likely to be changed or revised as per the requirements of the Promoter and/or MCGM/SRA and/or other statutory authorities. The Promoter, reserves its right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoter may from time to time determine/ or as may be required, without the consent of the Purchaser/s.
- 14) While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned authority.

- 15) The copy of the said Title Certificate is annexed hereto and marked as **Annexure "D"**;
- 16) The principal and material aspects of the SRA Project as disclosed by the Developer/Promoter is briefly stated below :
- (i) The Rehab/Composite Building would constitute a mixture of users as may be permissible under applicable law from time to time;
 - (ii) The purchasers of the Sale Premises shall become member of the said Society in accordance with the said Agreements and permissions granted by the concerned authorities.
 - (iii) Project comprises of one Building known as **“NEEL GAGAN SRA CHS LTD”** consisting comprises of Gr pt +st +1st to 14th & 15th (pt) upper floor with one staircase and having two lifts and area required for Electricity Transmission & Distribution facility on Gr pt to 2nd (pt).
 - (iv) As on date SRA has sanctioned the plans for composite building and full C.C. for rehab has been issued.
 - (v) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be re-developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- 17) In these circumstances, the Developer / Promoter became entitled to re-develop the said property and construct the Rehab/Composite Building being Project and sell the Sale Premises and entitled to receive the sale consideration in respect thereof;
- 18) The Purchaser/s is aware about undertaking given by the Promoter to MCGM/SRA and in pursuance thereto undertakes that if there is deficiency in open space of said Building, then the Purchaser/s shall not object for the development of neighbourhood plots in future with deficient open spaces. The Purchaser hereby agrees and undertakes that as and when in

future neighbouring properties are redeveloped with deficient open spaces the Purchaser/s will not complaint to any authority/ authorities either of his/ her /their own or through the registered organization i.e. the Society on execution of this Agreement stands consent given by the Purchaser/s in favour of the Promoter for adjoining properties to be developed with deficit open space.

19) The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating inter-alia to the said property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the rights of the Promoter to develop the said property (Final Plot No.373,374) and to allot the Sale Premises and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same.

20) The Purchasers after having investigated and after being fully satisfied with respect to the title of said property, has/have approached the Developer / Promoter and requested the Promoter to allot to him/her/them a flat/apartment bearing No. _____ admeasuring _____ square feet (carpet area) equivalent to _____ square meters (carpet area) on ____ floor in ____ the Composite building being constructed on the said property, which flat/apartment is shown in dark color hatch lines on the plan annexed and marked as **Annexure "E"** hereto (hereinafter referred to as the "**said Flat/apartment**"), at the price and on the terms and conditions hereinafter appearing.

21) Photo copies of following documents are annexed to this Agreement;

a. Property Registered Card in respect of the Said Property (**Annexure "A"**)

b. IOA, CC (**Annexure "B", "C"**)

c. Title Certificate **(Annexure "D")**

d. Floor plan of the said Flat/Apartment **(Annexure "E")**

- 22) Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat/apartment being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.
- 23) Relying upon the said applications, declaration and agreement herein contained, the Developer / Promoter has agreed to allot to the Purchaser/s the said Flat/apartment, at the price and on the terms and conditions hereinafter appearing.

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

1. The Recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein .
2. The Developer / Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall constructs Rehab/Composite Building known as "NEEL GAGAN SRA CHS LIMITED" being Project on the said property in accordance with the plans, specifications, designs and elevations as approved by the SRA and which have been seen and per used by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MCGM, SRA and/or any other local authority from time to time. The Developer / Promoter shall be entitled to make such variations and/or modifications in the plans as they may deem fit so long as the area of the said Flat/apartment agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the

said Flat/apartment, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. The Purchaser/s hereby agree/s to purchase from the Developer / Promoter and the Developer / Promoter hereby agrees to allot to the Purchaser/s the said Flat/apartment bearing **No.** _____ on the _____ **Floor**, admeasuring _____ **square feet (RERA carpet area)** in the Rehab/Composite Building known as **“NEEL GAGAN SRA CHS LIMITED”** (being Project) on Final plot no.373,374 of TPS V and as shown in dark color hatch lines on the typical floor plan annexed and marked as **Annexure “E”** at and for the lumpsum price _____ of Rs. _____/- **(Rupees _____ Only)** (hereinafter referred to as **“Sale Price”**) payable by the Purchaser/s to the Promoter in the manner as mentioned in Clause herein below.

4. The Developer / Promoter shall confirms the final carpet area of the said Flat/apartment that has been allotted to the Purchaser after the construction of the composite Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3 of this Agreement.

5. The Promoter has _____ to reserve for the Purchaser/s, _____ **stack car parking space/s**(hereinafter referred to as the “**Parking spaces**”), free of cost and without any consideration. The location of the Parking Spaces, if allotted, shall be finalized by the Promoter at the time of handing over possession of the said Flat/apartment.

6. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of **Rs.**_____/-(**Rupees**_____ **Only**).

The Flat purchaser/s have paid a sum of Rs._____/ (Rupees_____ only) as earnest money
Vide Cheque No._____, _____ Branch
on or before execution of this present.

The Purchaser will pay the balance amount as per the following schedule:-

- Rs./- on or before_____.
- Rs./- at the time of sixth slab.
- Rs./- at the time of seventh slab.
- Rs./- at the time of eight slab.
- Rs./- at the time of ninth slab.
- Rs./- at the time of tenth slab.
- Rs./- at the time of Eleventh slab.
- Rs./- at the time of twelve slab.
- Rs./- at the time of thirteen slab.
- Rs./- at the time of fourteen slab.
- Rs./- at the time of Fifteen Part slab.
- Rs./- Immediately on offering possession.

plus all taxes, cess, fees, cost, charges, duties etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) and TDS etc. as the case may be/as applicable, to the Promoter from time to time in the manner more particularly described in clause no 32 . Time for payment of each installment is the essence of the contract. The Sale Price is exclusive of any sums or amounts including service tax, VAT, GST and other

taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Flat/apartment and all such amounts shall be entirely borne and paid by the Purchaser/s alone. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Developer / Promoter , that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.

- 7 . The Purchaser shall pay to the Promoter escalation / increase in the Sale price if such escalation / increase is on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
8. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “ **M/s.R.G.Corporation** ”. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat/apartment, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of “**M/s.R.G.Corporation**” Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat/apartment and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price. Seventy per cent of the amounts deposited/ transferred to “**M/s.R.G.Corporation**”, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(l)(D) of RERA.
9. The Sale Price is exclusive of all taxes, levies, duties, cesses, etc. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clauses No.____ hereinafter. Any of the taxes including Service

Tax and /or (VAT) and/ or (GST), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

10. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct TDS under Income Tax Act 1961 u/s 194 – IA (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/ authority. The Purchaser/s after making payment of each installments and Service Tax/ GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are aware that the time to make the payment of installments and service tax, VAT, GST and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Developer / Promoter on all delayed payments from the due date till the date of realization thereof.

11. In the event, the Purchaser/s desire/s to cancel the allotment/Agreement of said Flat/apartment, then 10% of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat/apartment is purchased through the broker) which

brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat/apartment. It is agreed by and between the Parties that all the above referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of 30 days after said flat/apartment is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.

- 12 .(A) The Purchaser/s is/are aware that the said Parking spaces, if allotted, without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces by the Promoter and/or the said Society and shall pay such outgoings in respect of the said Parking Spaces, if allotted, as may be levied by the said Society;
- (B) The Purchaser/s herein agree/s and confirm/s that Parking Spaces if allotted, shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces;
- (C) The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the

Promoter for other purchaser/s and accepts the designation of the Parking Spaces if allotted, to the Purchaser/s herein.

12 . The Developer / Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):

- (i) If the Purchaser’s commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanctions, permissions, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and
- (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

13 . On happening or occurring of any of the Events of Default, the Developer / Promoter shall, without prejudice to all other rights

that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give 15 days' notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 days after said flat/apartment is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat/apartment then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said flat/apartment is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat/apartment (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat/apartment. Notwithstanding all that is stated hereinabove, it shall ALWAYS

- be obligatory on the part of the Purchaser/s to pay the installments of the Sale Price as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the Sale Price irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are under process and sanction is awaited and/or is rejected.
14. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof
15. The Developer / Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat/apartment, height of the ceiling of the show flat/apartment, measurements, layout of the show flat/apartment, area of the show flat/apartment, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts ,designs and all other items, lobby, landscaping, amenities etc., and The Developer / Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by The Promoter, in the said Flat/apartment and/or any other flat/apartment and/or in the Project . The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show flat/apartment and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by The Purchaser/s as statements and/or

representations of fact, and The Purchaser/s have not agreed to acquire the said Flat/apartment on the basis of such show flat/apartment, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat/apartment shall be mentioned herein and the same shall be final and binding on the purchaser.

16. All the aforesaid rights and/or remedies of the Developer / Promoter is cumulative and without prejudice to one another.

17. (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat/apartment only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other Sale Premises being unsold flat/apartments/units/shops, car parking etc. including recreational facilities shall always be the sole and absolute property of the Developer/Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to assign their rights, give on lease, sub-lease, and/or deal with and dispose of all other Sale Premises being unsold flat/apartments/units/shops and car parks in the Rehab/Composite Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Developer/Promoter. The Purchaser/s are aware that the aforesaid recreational facilities is available for the use and enjoyment of the users / occupiers or holders of various premises in the Composite Building.

(B) With regards to the common areas described in the **Schedule** hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.

18. (A) The Developer / Promoter has informed to the Purchaser/s, and the Purchaser/s is/are aware, that:

(i) The Purchaser/s shall become member of the said Society, and (ii) only after the Purchaser/s have made payment of all the amounts including the Sale Price to the Promoter strictly in accordance terms hereof and only after the Purchaser/s have performed and complied with all other terms, conditions, covenants, obligations, undertakings etc. contained herein, the Promoter shall cause to the Society to admit the Purchaser/s as members thereof and thereupon the Purchaser/s sign and execute the application for membership and all form and other documents and pay all amounts and become members of the said Society.

(B) The Purchaser/s shall pay to the Promoter/the said Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat/apartment.

(C) The Purchaser/s shall at the time of taking possession of the said Flat/apartment from the Promoter shall, pay to the Promoter amounts as specified in Clauses No 32 mentioned below.

(D) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flat/apartments/ units/ shops, car parking spaces, in the said Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Developer / Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the Purchaser/s or acquirer/s of such unsold flat/apartments, shops, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and

shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. as mentioned in Clause No.32 mentioned below. The Promoter shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flat/apartments, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupy or permit occupation of any flat/apartment, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat/apartment, the Promoter shall not be liable to take any permission/consent of the Society.

(E) If required under RERA, within a period of 3 (three) months from the receipt of occupation certificate of the Project, the Promoter, shall handover the data of the purchasers of the Sale Premises together with common areas and amenities specified in Schedule hereunder written in favour of the Society.

(F) Further such handing over shall be subject to the Promoter right and entitlement to sell the Sale Premises, etc. and receive all the amounts from the purchaser/s including the Sale Price from the purchaser/s hereof.

(G) The Purchaser/s shall at no time demand partition of the said Building and/or said property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

19. All costs, charges and expenses for preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s as aforesaid and/or proportionately by all the holders of the

flat/apartments etc., in the Rehab/Composite Building. The Promoter shall not be liable to contribute anything towards such expenses. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.

20. The Promoter shall allot Sale Premises with a view ultimately that the purchaser/s/ allottees of all the Sale Premises shall be admitted to the said Society. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Sale Premises separately and independently and the Purchaser/s/ allottees of all the Sale Premises shall be admitted to the said Society.

21. The Purchaser/s and the person/s, to whom the said Flat/apartment is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Society may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said property.

22. (A) It is agreed between the Parties that the Developer/Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM/SRA in respect of the said property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the Rehab/Composite Building on the said property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Society at the discretion/option of the Promoter time to time.

(B) The Purchaser/s hereby expressly consents to the Promoter re-design the said Building or increase in number of floors, adding

new building or buildings or the recreation area or realigning common area, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the wing of the said Building in which the Purchaser/s has/have agreed to acquire the said Flat/apartment is completed earlier than other building/s structures, then the Purchaser/s confirms that the Promoter will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said property or any part thereof or any adjoining property or properties as the case may be.

(C) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said property and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said property.

23 . It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said property or any part thereof.

24. The name of the said Building shall always be known as **“NEEL GAGAN SRA CHS LTD”** and this name shall not be changed without the prior written permission of the Developer /Promoter.

25. It is agreed that the said Flat/apartment shall be of R.C.C. structure with normal brick/siporex with cement plaster only. It is agreed that the Rehab/Composite Building may contain common fixtures, fittings and/or amenities as specified hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and

/or amenities in the Rehab/Composite Building /said property.

26 . It is expressly agreed that the said Flat/apartment contains fixtures and fittings as set out hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat/apartment.

27. The Developer/Promoter shall complete the construction of the said Flat/apartment by 31st December 2022, (**“the said Date”**) provided always that the Promoter shall be entitled to further extension of time for completion of the said Flat/apartment, if the completion of said Flat/apartment is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoter. The “Other Circumstances” for the purpose of this Agreement, shall include but not be limited to:

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
- (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
- (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (v) Economic downturn;
- (vi) Any other act or event which is beyond the reasonable control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry;
- (vii) Any circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.

28. (A) Subject to Clause No.27 hereinabove and / or subject to circumstances beyond the Developer/Promoter's reasonable control, if the Developer/Promoter fail to hand over the said Flat/apartment to the Purchaser/s on the said Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Purchaser does not intend to cancel this Agreement, interest as specified in the RERA Rules, on all the amount paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the said Date till the handing over of the possession of the said Flat/apartment.

(B) If the Purchaser intends to terminate this Agreement, then on termination of this Agreement by the Purchaser:

(i) The Promoter shall refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat/apartment (except the amounts towards Service Tax/VAT/GST and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid within a period of 30 days after said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said flat/apartment is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;

(ii) The Purchaser/s shall not have any right, title, interest, claims, demands and/or disputes against the Promoter and/or in respect of the said Flat/apartment or any part thereof, in any manner whatsoever; and

(iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoter may deem fit.

(C) The Purchaser/s agree, confirm and acknowledge that the amounts payable under this agreement constitute a reasonable,

genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/further amounts as compensation, damages or in any manner whatsoever.

29. The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause No 32 mentioned below. The Promoter shall offer in writing the possession of the said Flat/apartment to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchasers. The Purchaser/s shall occupy the said Flat/apartment within 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat/apartment is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the “**Date of Possession**” and all obligations of the Purchaser/s related to take possession of the said Flat/apartment shall be deemed to be effective from the said Date of Possession.

30. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat/apartment is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property or part thereof and the said Building. Until the said Purchaser/s are admitted as members of the Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of handing over possession of the said Flat/apartment, the

Purchaser/s shall pay to the Promoter the sum as mentioned in Clause No.32. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

31. The Purchaser/s shall use the said Flat/apartment only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.
32. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Developer / Promoter the following amounts, on the date on which possession of the said flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below:

Sr.No.	Charges	Amount (Rs.)
1.	Share Money	350/-
2.	Maintenance Charges Deposit and GST/applicable taxes	50000/-
3.	Legal Charges	20000/-
4.	Registration	20000/-
5.	Electric Meter/ water	40000/-
6.	Development Charges	
7.	M.S.Grill charges	20000/-

33. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat/apartment and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other

charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

34. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
35. Subject to what is recorded herein, the Promoter shall on the receipt of the Occupation Certificate of said Building and after sale of all Sale Premises, and on compliance of obligations of all the Flat/apartment purchasers, hand over the management to the registered society and/or the Society as the case may be of all the rights, title and interest of the said property together with the said Building. The Promoter has given undertaking to MCGM/SRA about utilization of Fungible FSI and the Flat/apartment Purchasers shall not be entitled to raise any objection. The Purchaser is further aware about that Scheme, open space as per policy of SRA shall be accessible to the vicinity people as per SRA's clause.
36. (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat/apartment and other premises may hereinafter come, even after Rehab/Composite Building and the land underneath is conveyed in favour of the said Society, is executed, hereby covenant/s with the Developer/Promoter as follows:
- (a) Not to do or suffer to be done anything in or to the said Building, said Flat/apartment, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat/apartment itself or any part thereof and to maintain the said Flat/apartment at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat/apartment. In the event of the Purchaser/s committing any act in contravention of the above provision, the

Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

(b) Not to store anything in the refuge floor nor store any goods in the said Flat/apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs. Anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(c) Not to demolish or cause to be demolished the said Flat/apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/apartment or any part thereof and keep the portion, sewers, drains, pipes in the said Flat/apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Rehab/Composite Building.

(d) Not to make any alteration in the elevation and outside color scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat/apartment, within the said Flat/apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat/apartment without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever

use on the external / dead walls of the Rehab/ Composite Building or do any act to affect the F.S.I potential of the said property.

(e) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat/apartment. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat/apartment and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building and other buildings or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(g) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause No. 32 above and pay within 15 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Rehab/Composite Building.

(h) Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

(i) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with

occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat/apartment without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

(j) Shall not violate and shall abide by all rules and regulations framed by the Developer / Promoter / its designated Project Manager or by the said Society, for the purpose of maintenance and up-keep of the Composite Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat/apartment.

(k) Shall not violate and shall observe and perform all the rules and regulations which the said Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Composite Building and the premises therein and for the observance and down by the said Society regarding the occupation and use of the said Flat/apartment in the Composite Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(l) Shall not do or permit or suffer to be done anything in or upon the said Flat/apartment or any part of the Composite Building which is or may, or which in the opinion of the Developer / Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Composite Building and the Purchaser/s shall not hold the Promoter so liable;

(m) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat/apartment or in or on the common stairways, refuge areas, corridors and passageways in and of the Composite Building, the bicycles, stool, ladder, etc., shall not be stored in passages, staircase, common areas.

(n) Shall never in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat/apartment and keep the same unenclosed at all time. The Developer / Promoter shall have the right to inspect the said Flat/apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat/apartment to its original state.

(o) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Building such as passage, lobby, stair case and / or any part of the said property.

(B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat/apartment and covenants as under:

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/apartment into the compound or the refuge floor or any portion of the said property and the Composite Buildings and other buildings.
- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Flat/apartment, Composite Building or the said property or any part thereof or do anything which shall cause an annoyance, inconveniences,

suffering, hardship or disturbance to the occupants or to the Developer / Promoter.

- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat/apartment and/or the said Building nor litter or permit any littering in the common areas in or around the said Flat/apartment and/or the Composite Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat/apartment and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Composite Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Composite Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (v) Shall not display at any place in the Composite Building any bills, posters, hoardings, advertisement name boards neon signboards or illuminated signboards.
- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Composite Building or the exterior wall of the said Flat/apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only

as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

(vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter; if allotted such parking,

(viii) Shall cause the said Society to paint the said Building at least once in every five years maintaining the original color scheme even after the agreement is executed in favour of the said Society.

37 . If within a period of two years from the date of handing over the said Flat/apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat/apartment or any defects in the workmanship of the said Flat/apartment, quality of the material used in the said Flat/apartment or provision of service in the said Flat/apartment, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining flat/apartments including but not limited to unauthorized changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter, compensation for such defect in the manner as provided under the RERA.

38 The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat/apartment or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used

for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

39. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/apartment or of the said property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said flat/apartment hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer / Promoter.

40. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said property or any parts of the Composite Building and/or other buildings including on the terrace and/or on the parapet wall and/or on the said property 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 for installation either on the exterior of the Composite Building or on the said property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Composite Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/ the said Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents,

profits and other compensation including any increase thereof shall solely and absolutely belong to the Developer / Promoter.

41. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the Sale Premises, save and except the said Flat/apartment, being constructed thereon, to enable the Promoter to augment the funds for the development of the said property. Such NBFC, Financial Institute may change at the instance of the Developer / Promoter.
42. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the said Buildings and other buildings on the said property being not ready for use and in the event of the Promoter offering occupation of the said Flat/apartment to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer / Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.
43. The Promoter shall complete the Project by 31st December 2022 ("the Project Completion Date") provided always that the Promoter shall be entitled to further extension of time for completion of the Project, if the completion of said Project is delayed on account of Force Majeure circumstances and / or Other Circumstances beyond the reasonable control of the Promoter. The "Other Circumstances" for the purpose of this Agreement, shall include but not be limited to:

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
- (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
- (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (v) Economic downturn;
- (vi) Any other act or event which is beyond the reasonable control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry; and
- (vii) Any circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.

44. Notwithstanding anything contrary to contained herein or in any other letter, no objection permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/ permission for mortgaging the said Flat/apartment or creating any charge or lien on the said Flat/apartment and notwithstanding the mortgages/ charges/ lien of or on the said Flat/apartment, the Promoter shall have first and exclusive charge on the said Flat/apartment and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

45. The Purchaser/s hereby nominates _____
having his/her/their address at _____

_____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat/apartment (“the said Nominee”). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat/apartment. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/ Promoter as may be necessary and required by the Promoter.

46. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

47. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

48. A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

49. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:

- Promoter's PAN AAAPM8005D
- Sole/ First Purchaser PAN _____
- Second Purchaser PAN _____

50. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

51. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

52. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s 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 nor shall the same in any manner prejudice the rights of the Promoter.

53. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges, taxes and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat/apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
54. The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said property and the said Flat/apartment and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

The First Schedule Above Referred To

Final plot no 333B admeasuring 200.00 Sq.Mt corresponding to CTS no. 1854, 1854 /1 to 13 survey no. 121, Hissa no. 1B, area of 20 Gunthas 4 Anna equivalent to 1918. 80 sq. mt of Revenue Village Vile Parle (East) Mumbai 400057, Original Plot no. 399, Final Plot no. 333/B admeasuring 200 sq. mt, and bounded as follows :-

On or towards North	:	Final plot no.305-Moti Niwas
On or towards South	:	Proposed 6.70 TP Road
On or towards East	:	Minoo Apartment (Final plot no.332)
On or towards West	:	Final plot no.333A

The Second Schedule Above Referred To

The landed property along with structures therein situated at CTS no. 1852, 1852 – 1 to 5, 1853, 1853 -1 to 20, Original Plot no. 399 A admeasuring 487.65 sq mt corresponding to, Final Plot no. 333A

admeasuring 201.60 sq. mt of TPS V, Shradhanand Road, Vile Parle (East), Mumbai- 400057 and bounded as follows :-

On or towards North : Final plot no.305-Moti Niwas
On or towards South : 6.70 TP Road
On or towards East : Final plot no.333B
On or towards West : 60.00 ft D P Road

THE THIRD SCHEDULE REFERRED TO

Final Plot no. 374, situated at Village Vile Parle (East), TPS V Shradhanand Road, Mumbai- 400057 totally admeasuring 231.00 sq. mts and bounded as follows :-

On or towards North : Final plot no.375 (Bhagwati Niwas)
On or towards South : Final plot no.373
On or towards East : 60.00 ft DP Road
On or towards West : Final plot no.373

THE FOURTH SCHEDULE REFERRED TO

A plot of land situated at Survey no. 119A, Hissa No. 3B, admeasuring 588 sq. mtrs. Original plt no.398 admeasuring 582.12 as Mtrs and final plot no. 373 admeasuring 487.50 sq. mts. In TPS V, Village Vile Parle (East), Mumbai- 400057, and bounded as follows :-

On or towards North : Final plot no.375(Bhagwati Niwas)
On or towards South : Final plot no.372-NeelDhara
On or towards East : 60.00 ft DP Road
On or towards West : Final plot no.376

Common Areas and facilities of the said Building –

1. Entrance lobby
2. CCTV and fire alarms in entrance lobby.
3. DG Power back up for elevator.
4. Intercom facility
5. Passenger elevator
6. Water tank located on the said Wing.
7. Such other common areas and facilities relating to the said building as declared by the Developers anytime.

8. Restricted common areas and facilities on each floor of the said Building.

(NOTE : Description of the above common areas and facilities will be mentioned in the Agreement in respect of the Flat which are situated in the Building)

(List of Amenities: which will be provided only in the Flat)

Description of Amenities in the said Flat

1. Vitrified flooring.
2. Main entrance door with laminate finish.
3. Kitchen with vitrified flooring, granite kitchen platform with stainless steel sink, tiles on dado, provision for piped gas connection, electric points for (i) water purifier, (ii) refrigerator, (iii) exhaust and (iv) mixer grinder. Mahanagar pipe gas subject to availability.
4. Bathrooms vitrified flooring, Dado up to door height, electrical point for exhaust and geyser. Sanitary Ware fixtures and CP fittings.
5. Internal wall finish shall be of Gypsum / Plaster, finished with paint.
6. Powder/ Anodized coated aluminum sliding windows with granite frame sills.
7. Electrification shall be of concealed copper wiring, provision for telephone, lights, fans & TV points.

(*NOTE: Description of the above Amenities will be mentioned in the Agreement in respect of the Flat)

Signed and delivered by the)

Withinamed the “**Developer/Promoter**”)

M/s. R.G.Corporation)

Through its Proprietor)

Shri Gulzarahmed Yusufali. Mistry)

Pan no AAAPM8005D)

)

In the presence of

1.

2.

Signed and delivered by the)

Withinamed the “**Purchaser**”)

Mr./Mrs./M/s. _____)

_____)

Mr./Mrs./M/s. _____)

_____)

In the presence of

1.

2.

RECEIPT

RECEIVED of and from the withinnamed Flat Purchaser/s a sum
of Rs. _____ /- (Rupees _____
_____only)

by Cheque No. _____ dated _____Drawn on

being earnest money / deposit to be paid by him / her / them to
us as stated hereinabove.

Rs. _____/-

WE SAY RECEIVED

For M/s.R.G.Corporation

Proprietor