

(vii) Rupees \_\_\_\_\_/- as Development charges and the same is non-refundable and accountable.

Total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

In case there shall be deficit in this regard in any of the above amounts, the Purchaser shall forthwith on demand pay to the Developer his/her/their proportionate share to make up such deficit.

52. The Developer shall utilize the sum of Rs. 10,000/- (Rupees Ten Thousand only) paid by the Flat Purchaser/s to the Developer in pursuance of clauses \_\_\_\_ (iv)\_\_\_\_ above, for meeting legal costs, charges and expenses including professional costs of the Attorney-at-law/Advocates of the Developer in connection with the formation of the Society, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement only.

53. It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of part/balance purchase price and/or any or all installments of payment schedule in respect of the said flat to the Developers and mortgaged/mortgage the said flat with such Banks/Financial Institutions (which is to be subject to issuance by the Developers of a No-Objection letter in favour of such Bank/Financial Institutions) for repayment of the loan amount it shall be the entire responsibility of the Purchaser to ensure that payment of the part/balance purchase price / installments to the Developers is made as stated hereinabove and further to repay the entire loan amount to such Banks/financial Institution; the Developers shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions. The Purchaser hereby further expressly agrees that the Purchaser shall not sell, transfer, let out or deal with the Said Flat in any manner whatsoever without obtaining prior written permission from the Developers as per the provisions contained herein and from such Banks/ Financial Institutions (during the pendency of the loan) and

the Developers shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Developer or society about the lien of such Banks/ financial Institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Developers and its successors and assigns and/or the Society may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate 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 said Flat. The Purchaser hereby agrees and undertake that the Developers shall have a charge on the said Flat as mentioned in clauses hereinabove set out.

54. The Purchaser/s agrees and covenants to pay to the Developer any services tax, goods and service tax, sale tax, excise, Value Added Tax or any other tax now applicable or which shall become applicable at any time in future. On failure on the part of the Purchaser/s of the flat, to pay such taxes and if the authorities concerned take any action for the recovery of the same, the Developer shall not be liable or responsible for any loss or damages, which the Purchaser/s of flat may suffer or incur.

55. The Developers hereby represents and warrants to the Purchaser as follows:

- (i) The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Developers have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Developers has lawful rights and requisite approvals from the competent Authorities to carry out

development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Developers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;

- (ix) The Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the project land and/or the Project except those disclosed in the title report.

56. The Flat Purchaser/s for himself/ herself/ themselves, with an intention to bring all persons into whose hands the Said Flat may come, doth/do hereby covenant with the Developer as follows:

- (a) TO USE the said Flat for residential purposes and the said car parking space for parking his/her light vehicles only and for no other purpose whatsoever.
- (b) To maintain the Flat at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the said buildings or to its staircase or any passages which may be against the rules, regulations or byelaws or concerned local or any other authority or change/alter or make addition in or to the building or to the said flat itself or any part thereof :
- (c) NOT TO demolish or cause to be demolished the said Flat or any part thereof, nor at any time, to make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/building is situated and shall keep the sewers, drains, pipes in the said Flat/building and appurtenances thereto in good,

tenantable repair and condition and shall not cause any damage to the columns, beams, walls, slabs, or RCC Pardis or other structural members in the said Flat/building without the prior written permission of the Developer and/or the Society or the Federation to be formed as aforesaid.

- (d) NOT TO do or permit to be done any act or thing which may render void or voidable any insurance of the Said land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance thereof. Which is likely to cause nuisance or annoyance to users and occupiers of the other flats in the said building.
- (e) NOT TO throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Building or the surrounding area;
- (f) TO BEAR and pay, from the date of Occupation Certificate of the said Flat, his/her proportionate share that may be determined by the Developer from time to time, of outgoings in respect of the Said flat/Building, including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights & common amenities charges for sweepers, watchmen and security service, agency appointed for management of society and/or building sanitation, additions and alterations, paintings, colour, washing etc. and all other expenses incidental to the management of the Said Building. Such payment shall be made by the Flat Purchaser/s on or before the 5<sup>th</sup> day of each and every calendar month in advance, whether demand therefore is made or not;
- (g) NOT TO TRANSFER let or sublet or assign or part with the Purchaser's interest in or benefit under this Agreement, and/or said flat or part with possession of said flat until all the dues payable by the flat Purchaser to the Developer under this

Agreement are fully paid up and even after such payment, only if the Flat Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has/have intimated in writing to the Developers and obtained the Developer's consent/no objection in writing for the same.

- (h) TO ABIDE by all the Bye-laws, Rules and Regulations of society and amendments thereof from time to time as well as of federation or Apex Body as the case may be and also of the Government, MCGM, electricity supply company and all other Local and Public Bodies and Authorities and shall attend to answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (i) TO REMOVE any obstruction or nuisance that may be caused by the Flat Purchaser/s in the said building, forthwith on being called upon to do so by the Developer/ Society or the Federation /Apex Body and in the event the Flat Purchaser/s failing to remove the said obstruction / nuisance, it may be removed by the Developer / Society / Federation /Apex Body at the costs and consequences of the Flat Purchaser/s.
- (j) TO GIVE ALL FACILITIES, assistance and co-operation as may be required by the Developer/ Society/Federation / Apex Body or the society of any other building/s on the said Property from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure



of and/or relating to the Said Building or any other building/s to be constructed on the Said Property, including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Until the management of the Said Building is handed over to the Managing Committee of the society, the Flat Purchaser/s shall permit the Developer, authorize office barras and its Surveyors Contractor, workmen and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the said building or any part thereof to view and examine the state and condition thereof.

- (k) TO MAINTAIN the external elevation of the Said Building in the same form as constructed by the Developer and not to put up, in any manner and under any circumstances, any construction or enclose the flower beds (if any) which are permitted free of F.S.I. by B.M.C.
- (l) TO INSTALL air-conditioner/s only in the space/s provided in the said Flat for the same, if the Flat Purchaser/s desire/s to install air- conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Flat or be required to be affixed/installed outside the said Flat, the Flat Purchaser/s shall install/affix the same only after obtaining the Developer's and/or society's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, Bye Laws, Rules and Regulations of society if any, which may imposed by the Developer/Society in respect of the same.

- (m) Not to put any wire, pipe, grill, plant, outside the said Flat and not to dry any clothes and not to put any articles outside the Flat or the windows of the Flat.
- (n) TO OBSERVE and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto, that may be made from time to time for protection and maintenance of the Said Building and the Flat therein.
- (o) TO OPERATE AND MAINTAIN all the assets handed over by the Developer to the Flat Purchaser/s / Society.
- (p) TO MAINTAIN from the date the said Flat is notified by the Developer as being ready for use and occupation, at his/her own costs, and to carry out all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Developer to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the Said Building or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the Developer or the concerned local authority and/or other public authority.
- (q) NOT TO store in the said Flat any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the Wing in which the said Flat is situated and not to carry or cause to be carried heavy goods/luggage/ packages which may damage or are likely to damage the staircase, lift, common passages or any other part of the Said Building; including entrance of the building and if any



damage is caused to the Said Building or to the said Flat on account of negligence or default of the Purchaser in this behalf, to make good the said damage;

- (r) NOT TO claim any right or interest in the terrace on the top floor, save and except the right of access, to the top terrace for the purpose of inspection, repairs and maintenance to the common utilities and services located thereon.
- (s) TO PAY to the Developer within seven days of demand by the Developer his/her proportionate share of security deposit / premium/ betterment charges / development levies demanded by the concerned local authority or Government, for giving water, electricity or any other service connection to the Said Building.
- (t) TO BEAR AND PAY increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority /and / or Government and /or other public authority and/or on account of change of user of said flat or otherwise.
- (u) TO SIGN all the necessary applications, papers, documents and do all acts, deeds and things as the Developer may require of his/her in order to become a member of the Society to be formed as aforesaid.
- (v) TO PERMIT the Developer and its servants and agents with or without workmen and other persons at all reasonable time, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, within 15 days after receiving a written notice, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

- (w) TO CONFORM to the terms and conditions (if any) of the N.O.C. issued by the Chief Fire Officer and also to conform to and abide by undertakings, indemnities given to MCGM and/or any other authorities.
- (x) NOT TO put up or install box grills outside the windows of the said Flat or in any other manner do any other act which would in the opinion of the Developer or the Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the Said Building.
- (y) NOT TO DO any act, deed or thing contrary to the various rights reserved the Developer hereunder and to do all such acts, deeds and things as may be necessary to uphold and affirm the said rights and to co-operate with and assist the Developer in affirming and exercising the said rights.
- (z) NOT TO AFFIX any sign boards, neon lights or advertisements either in said Building or on the compound wall or otherwise in the said property.
- (aa) TO CONTRIBUTE proportionately, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the said building.
- (bb) TO CONTRIBUTE proportionate cost of reconstruction / repairs to the said building in the event of destruction or demolition thereof.
- (cc) NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove.
- (dd) THE PURCHASER/S SHALL NOT ask for any partition, and/or division of his/ her/ their right in the said Premises and/or the said Building/s and/or of the said property and/or shall not ask for independent rights in the said Building/s and/or in the said property and/or any independent Agreement or any other Agreement/s of the said Flat.

- (ee) NOT TO MAKE commit default or make delay in making payment of the taxes and outgoings, as provided in the Agreement.
- (ff) NOT TO ASSIGN or transfer his/her/its/their right or interest in the said Flat or the benefit of this Agreement to any third party, unless and until the Flat Purchaser/s has/have paid to the Developer the entire consideration and all other amounts payable by the Flat purchaser/s in pursuance of this Agreement and taken possession of the said Flat provided further Flat purchaser has obtain prior permission in writing form the Developer in that regards.

In any event, the Purchaser/s fails to observe the terms and conditions laid herein, the Developer shall have all rights reserved to terminate, cancel and revoke this Agreement and also take necessary legal actions and/or impose penalty as the Developer may think fit.

- 57. To ABIDE by all the rules and regulation of recreation centre club, swimming pool, and/or federation or Apex body etc. and to pay to developer on demand require entrance and membership fees and other charges for use of the said facilities provided therein.
- 58. The Flat Purchaser/s is/are aware and understand/s that the Developer has entered into this transaction and has agreed to sell the said Flat to the Flat Purchaser/s relying solely on the Flat Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Flat Purchaser/s to be observed, performed, fulfilled and complied with and therefore, the Flat Purchaser/s hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and its successors and assigns,

from and against all costs, charges, expenses, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may levied or imposed on them or any of them, by reason or virtue of arising out of any breach, violation, non-observance, non-performance, non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Flat Purchaser/s.

59. After the possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the Said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the purchasers of various Flat in the Said Building at their own cost and the Developer shall not be in any manner be liable or responsible for the same.

60. The Flat Purchaser/s hereby covenants with the Developer to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against the consequences of the non-observance and non-performance of the said covenants and conditions, except so far as the same ought to be observed by the Developer.

61. The Flat Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of service tax, Value Added Tax (VAT and/or Royalty and any other payment of a similar nature, in respect of the sale envisaged hereunder, the same shall be reimbursed by the Flat Purchaser/s to the Developer, within 7 days of the written demand made by the Developer in that behalf and for delayed payment Flat Purchaser shall pay 18% interest thereupon till payment.

62. The Developer shall maintain a separate account in respect of sums received by the Developer from the Flat Purchaser/s in pursuance of clause \_\_\_\_\_ hereinabove; and shall utilize the amounts only for the purposes for which they have been received. The Society Share Money received under

clause \_\_\_\_\_ hereinabove shall be transferred to the concern such Society after the formation of a Federal Society/ Apex Body as contemplated herein., after adjusting therefrom any unpaid maintenance charges, unpaid taxes including any Govt. Taxes levied hereinafter,

63. The Flat Purchaser/s agree/s that the Developer shall be entitled to receive back the refund of IOD deposits and other deposits paid by it to MCGM and other authorities. In the event of such deposits being refunded to the Society or the Federation, the Society/ Federation, as the case may be, shall be bound to pay over the same to the Developer.
64. In case security deposit is demanded by MCGM for the purpose of giving water connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the electricity supply company for giving electric meters, connections etc. then all such deposits or deposit shall be payable by purchasers of the Flat in the Said Building proportionately, to the extent as determined by Developer, within seven days of demand being made by the Developer, failing which the same shall be payable with interest thereon at 18% per annum without prejudice to the right of the Developer to recover the same by any means.
65. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Flat or the Said Building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the said Flat and the car parking space agreed to be allotted to him/her/them hereby agreed to be sold to him. All the open spaces, parking spaces, lobbies, staircase, recreation spaces, etc. will, subject to the provisions of this Agreement, remain the property of the Developer until the said property/ Project Property is transferred to the such society Federation / Apex body as hereinabove mentioned.

66. The Flat Purchaser/s hereby agree/s that in the event of any additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or for any other purpose in respect of the said building or any other tax or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Developer the same shall be reimbursed by the Flat Purchaser/s to the Developer in proportion in which the areas of the said Flat agreed to be acquired by the Flat Purchaser/s shall bear to the total built up areas available for construction and/or such other basis as may be determined by the Developer and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Flat Purchaser/s. The Flat Purchaser/s agree/s to pay to the Developer such proportionate share of the Flat Purchaser/s within seven days of demand in that regard being made by the Developer.
67. The Developer shall always be entitle to sign on behalf of the Flat Purchaser, undertakings and indemnities required by the MCGM or any State or Central Government authority or Competent Authority under any law concerning construction of building and/or for implementation of any scheme of development of the said property. The Flat Purchaser hereby expressly agrees to ratify, confirm and abide by and fulfill any such undertakings and indemnities executed or given by the Developer.
68. Any delay tolerated or indulgence shown or given by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.
69. The Developer shall be entitled to alter the terms and conditions of the Agreement/s relating to the unsold Flats in



the Said Building or in respect of Flat in the other buildings and the Purchaser shall have no right to object to the same.

70. This Agreement shall always be subject to the provisions of the said Act and the Rules made thereunder.
71. The Developers shall not mortgage or create a charge after the Developers executes this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such the said Flat.
72. The Flat Purchaser/s shall be liable to pay the stamp duty and registration charges in respect of this Agreement and for lodging this Agreement and having the same registered within the prescribed period; and shall indemnify the Developer and shall keep the Developer indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.
73. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sum received on account of the share capital for the formations of the Co-op. Society or a Limited Company or towards the out going, legal charges and shall utilize the amount only for the purposes for which they have been received.
74. It is agreed that the Said Building shall be named "Gundecha Trillium ". Neither the acquirers of flats in the Said Building including flat Purchaser herein, nor the Society or the Federation, Apex body shall be entitled to change the said names, in any manner whatsoever.
75. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Residential Flat or of the said property and Buildings or any part thereof. The Purchaser shall have no claim in regards to all open space, parking space, lobbies, staircase, terraces, garden attached to other Residential Flats recreation space etc., save and except in respect of the said Residential Flat hereby agreed to be sold to him as set out herein.