

To,

Date : _____

Dear Sir,

Re: Residential Apartment No. ____ on ____ floor in ____ wing admeasuring approx. _____ sq.mtrs. carpet area in residential building "**MADHU VASANT CHS LTD**" being redeveloped by us on plot bearing C.T.S. No. 738A of village Vile Parle (East) at Subhash Road, Vile Parle (East), Mumbai – 400 057 (the "Apartment").
=====

1. Pursuant to the negotiations we had with you, at your request we have reserved for you the above-mentioned Apartment alongwith one car parking at _____ level. The plan of the Apartment and the car parking plan is annexed hereto.
2. You have satisfied yourself about the title of the property and you will not raise any objection to the same. We have registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016, ('the **RERA Act**') with the Real Estate Regulatory Authority at _____ No. _____.
3. You have seen the plan, designs and specifications and the list of amenities to be provided and are fully satisfied with the same.
4. The total lumpsum sale price for purchase of the Apartment is **Rs. _____/-** (Rupees _____ only) (the "**Sale Price**"), which is payable by you in the manner as follows:
 - a) **Rs. _____/-** as token amount / an earnest money on confirmation of this by you.
 - b) **Rs. _____/-** being the balance as mentioned in construction milestone annexed hereto.
5. In case of default of any installment on its due date, you will be liable to pay interest as per the RERA Rules for Maharashtra from the date of default till payment and if default continues for more than three months than this reservation shall stand cancelled. Upon such cancellation, we will be entitled to deal with the above Apartment in any manner we may deem fit.
6. The regular agreement for sale shall inter alia provide for possession of the Apartment and other usual terms and conditions. The stamp duty and registration charges in respect of the agreement for sale and any other documents incidental thereto shall be borne and paid by you.
7. Till such time the Agreement for Sale is executed, the amount paid by you will be treated as a deposit and shall not carry any interest.

8. We may state that, apart from the total sale price mentioned in **para 4** above, you will be required to make the payments towards following:

Rs._____-/-	Non-refundable Legal Charges
Rs.610/-	Non-refundable Share Application money
Rs._____-/-	Non-refundable deposits / expenses towards electric meter, water meter, mahanagar gas meter etc.
Rs._____-/-	ad-hoc maintenance
Rs._____-/-	Total

9. We may state that, apart from the total sale price mentioned in **para 4** above and payment of other charges as mentioned in **para 8** above, you will be required to pay all taxes, charges including but not limited to GST, service tax, VAT or any other impositions or levies on account of this transaction as per prevailing rules and regulations.
10. The possession of the Apartment shall be delivered to you only against payment of the total sale price as mentioned in **para 4**, payment of other charges as mentioned in **para 8** and payment of taxes and charges as mentioned in **para 9** above.
11. You have given your irrevocable consent to additions, alterations, modifications and variations in the approved and sanctioned plan in respect of the said Apartment and/or the building under construction.
12. This allotment letter is not transferable, without our written consent.

In token of your acceptance of above, kindly confirm.

Thanking you,
Yours faithfully,
For Amal Realtors Pvt Ltd

Director

I / we have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

PAN NO. _____

The tentative schedule of payments due as per construction milestones:

Sr.No.	Description	Amount
1.	On Booking	10%
2.	On execution of Agreement for Sale	5%
3.	On Completion of Plinth	12%
4.	On Completion of 2 nd Slab	12%
5.	On Completion of 4 th Slab	12%
6.	On Completion of Terrace Slab	12%
7.	On Completion of Brick & Plaster	12%
8.	On Completion of Door / Windows	12%
9.	On Lift Erection	8%
10.	On Possession	5%
	Total	100%

This Agreement made at Mumbai this ____ day of _____, _____

BETWEEN

AMAL REALTORS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, having its registered office at 501/A, Gladdiola, Above Kotak Mahindra Bank, Hanuman Road, Near Parle Tilak School, Vile Parle (East), Mumbai 400 057 hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

AND

_____, of _____, _____ inhabitant, residing at _____/a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at _____/a company registered under the provisions of the Companies Act, 2013 and having its registered office at _____/a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, the heirs, executors and administrators of the individual, in case of a partnership firm or the limited liability partnership, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner, and in case of a company, its successors and permitted assigns) of the Other Part

WHEREAS:

- (i) By a Deed of Conveyance dated March 18, 1987 and duly registered with the Joint Sub-Registrar of Bombay under No.BDR-1211 of 1987 between Sadanand Vasant Danait, therein referred to as the Vendor of the First Part and the Madhu Vasant Co-Operative Housing Society Limited (hereinafter referred to as the "**Society**") therein referred to as the Purchasers of the Second Part, the said Sadanand Vasant Danait sold, transferred and conveyed in favour of the Society, proposed Sub-Plot A of the larger plot of land bearing N.A. Number 64 B and Survey No.58, Hissa No.8, CTS No.738 (part) of Vile Parle (East) admeasuring 1,033 square meters or thereabouts (the "**Plot**") together with the building standing thereon (the "**Existing Building**") situated at 47, Subash [Bose] Road, Vile Parle (East), Mumbai - 400 057 in the

Registration District and Sub-District of Mumbai City and Mumbai Suburban, for the consideration and on the terms and conditions mentioned therein;

- (ii) Pursuant to an order of sub-division dated July 3, 1987 passed by Office of the Sub-Divisional Officer, Bombay Suburban District, Plot bearing CTS No.738 was sub-divided and a new CTS No.738A having an area of 998.3 square meters was allotted in respect of the Plot.
- (iii) Pursuant to the above, the Society is seized and possessed of and or otherwise well and sufficiently entitled to the Plot and the Existing Building. The Plot and the Existing Building are hereinafter collectively referred to as the **"Property"** and are more particularly described in the **First Schedule** hereunder written. The Plot is shown bounded in red colour on the plan annexed hereto and marked **Annexure "1"**;
- (iv) By and under the Development Agreement dated March 29, 2016 executed between the Society of the One Part and the Developer of the Other Part, and registered in the Office of the Sub-Registrar of Assurances at Andheri-1 under Serial No.BDR1-4011-2016 on April 13, 2016 (the **"Development Agreement"**), the Society granted in favour of the Developer development rights in respect of the Property at or for the consideration and upon the terms and conditions mentioned therein. The Society also executed a Power of Attorney dated April 8, 2016 in favour of the Developer by its Directors (1) Mr. Anish Shah and (2) Mr. Manish Shah in respect of the development of the Property which Power of Attorney is duly registered with Sub-Registrar of Assurances at Andheri-1 under Serial No.BDR1-4012-2016 on April 13, 2016 ;
- (v) The Development Agreement *inter alia* provides that -
 - a. the Developer will construct a new building by utilising the FSI of the plot, TDR FSI plus the fungible FSI attributable to Plot area;
 - b. the new building to be constructed on the Plot shall be of ground floor part comprising of open and puzzle / stack for parking and part for residential purpose and 6 (six) upper floors comprising of 2 nos. of wings ("A" wing and "B" wing).

- c. the Developer shall provide free of cost for the existing Members of the Society, residential flats with car parking spaces as detailed in the Development Agreement (the "**Members' Premises**");
- d. save and except the Members' Premises, the Developer is entitled to sell/allot the flats and car parking spaces in ground floor comprising of open and puzzle / stack car parks to prospective purchasers, who shall be enrolled as members of the Society on the payment of statutory entrance and membership fees as also share money, and proportionate contribution to the Society, but without payment of any premium, transfer charges or donation but subject to what is stated in the Development Agreement, and subject to the prospective purchasers agreeing to abide by the rules, regulations and bye-laws of the Society;
- (vi) The Developer has appointed and entered into standard agreements with M/s. YMS Consultants Ltd, as Architect / Licensed Surveyor and Rajeev Shah & Associates as Structural Engineer for the preparation of the structural design and drawings of the building to be constructed on the Plot to be known as **MADHU VASANT** (the "**Building**") and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building;
- (vii) The Developer has registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016, (**'the RERA Act'**) with the Real Estate Regulatory Authority at _____ No. _____; authenticated copy is attached in **Annexure "2"**.
- (viii) The Developer has received some of the approvals for the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned from Municipal Corporation of Greater Mumbai (**MCGM**) and has obtained I.O.D. bearing No.CHE/WS/1736/K/E/337 (NEW) dated 23rd September,2016 an authenticated copy of which is annexed as **Annexure "3"** hereto; and shall obtain the balance approvals (If any) from various authorities from time to time.

- (ix) While sanctioning the plans, the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer while developing the Property and upon due observance and performance of which only the Occupation or Completion Certificate/s in respect of the Building shall be granted by the MCGM;
- (x) The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents relating to the Property (including but not limited to the Development Agreement), the approved plans, designs and specifications prepared by the Developer's Architects, and of such other documents which are specified under the **RERA Act** and the Rules made thereunder, and the Purchaser is fully satisfied with the title of the Society in respect of the Plot, and the Developer's right to construct and sell/allot premises in the Building (except the premises agreed to be allotted to the members of the Society);
- (xi) The authenticated copies of I.O.D. bearing No.CHE/WS/1736/K/E/337 (NEW) dated 23rd September,2016, the Commencement Certificate bearing No.CHE/WS/1736/K/E/337 (NEW) dated 4th May,2017, the Title Certificate dated 15th February,2017 issued by Satish Mishra & Co., Advocates, an authenticated copy of the Property Register Card of the Plot, authenticated copy of the plan in respect of the flat agreed to be purchased by the Purchaser are annexed hereto and marked as **Annexures '3', '4' '5', '6' and '7'** respectively;
- (xii) The Purchaser being fully satisfied in respect of the title of the Plot including the right of the Developer to develop the Plot has approached on or about _____ to the Developer for allotment to the Purchaser of **Flat No.**_____ on _____ **floor** in _____ **wing** admeasuring _____ square meters equivalent to _____ square feet carpet area as per municipal approved plan in the Building (the "**Premises**") pursuant to which the Developer has issued the Letter of Allotment dated _____ allotting the Premises to the Purchaser (the "**Allotment Letter**"). "Carpet area" means the net useable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area

appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises;

(xiii) In terms of the Allotment Letter, the Developer has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser has agreed to purchase the same for the total consideration of **Rs._____/-** (Rupees _____ only) and on the terms and conditions as hereinafter appearing;

(xiv) Under Section 13 of the RERA Act, the Developer is required to execute a written agreement for sale of the Premises in favour of the Purchaser, being in fact these presents and also to get the same registered under the Registration Act, 1908;

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

1. PLANS:-

1.1 The Developer shall construct a building to be known as "**MADHU VASANT**" consisting of ground floor part comprising of puzzle / stack for parking and part for residential purpose and 6 (six) upper floors comprising of 2 nos. of wings ("A" wing and "B" wing) (the "**Building**") on the Plot in accordance with the plans, designs, specifications approved by the MCGM and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

Provided further that the Developer may also make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized architect or engineer after proper intimation to the Purchaser.

1.2 The consent referred in the aforesaid proviso shall not be unreasonably withheld.

2. AGREEMENT:

2.1 Pursuant to the above recited Letter of Allotment dated _____, the Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell and allot to the Purchaser **Flat No.** _____ on _____ **floor** in _____ **wing** admeasuring _____ square meters equivalent to _____ square feet (carpet area) as per municipal approved plan as shown in the floor plan thereof hereto annexed and marked **Annexure "7"** (the "**Premises**") in the Building known as **Madhu Vasant** for the sale consideration of a sum of **Rs.**_____/- (Rupees _____ only) (subject to tax deducted at source) which is including the proportionate price of the common areas and facilities appurtenant to the Premises, the nature, extent and description of common areas and facilities which are more particularly described in the **Second Schedule** hereunder written.

2.2 The Developer shall confirm the final carpet area that has been allotted to the Purchaser as per municipal occupation plans after the construction of the 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within 30 (thirty) days with interest as provided under the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the payment schedule as stated in Clause 3.1 hereinbelow and the Purchaser shall pay the same without any delay or demur within 30 (thirty) days from such demand. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.

2.3 The Developer, as incidental to the purchase of the Premises by the Purchaser, agrees to allot to the Purchaser, car parking spaces bearing no. _____ in open / puzzle / stack car park to be installed in ground floor out of the Developer's Car Park Spaces as shown in the floor plan thereof hereto annexed and marked **Annexure "8"** more particularly referred in the clause no. 3.8 of the said Development Agreement (the "**Car**

Parking Slot”), without any additional consideration. However, the Purchaser will be bound to abide with the rules and regulations as may be framed in regard to the aforesaid Car Parking Slot by the Society and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Society.

3. PAYMENT:

3.1 The Purchaser has paid to the Developer a sum of **Rs._____/-** (Rupees _____ Only) being the earnest money on or before the execution of this Agreement and agrees to pay the balance sum of **Rs._____/-** (Rupees _____ Only) in the following manner:-

- (i) Rs._____/- On or before execution of this Agreement
- (ii) Rs. _____/- On completion of Plinth
- (iii) Rs. _____/- On completion of 2nd Slab
- (iv) Rs. _____/- On completion of 4th Slab
- (v) Rs. _____/- On completion of Terrace Slab
- (vi) Rs. _____/- On completion of Brick & Plaster
- (vii) Rs. _____/- On completion of Doors / Windows
- (viii) Rs. _____/- On Lift Erection
- (ix) Rs. _____/- On completion of the building and against the Developer offering to hand over possession of the said premises to the Purchaser

Total Rs._____/-

The aforesaid payments shall be made by the Purchaser within 7 days of notice in writing by the Developer to be given as herein mentioned. Time for the payment is the essence of this Agreement;

3.2 Without prejudice to the Developer’s other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer an interest at the rate specified in the RERA Rules on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer until the date such outstanding amount is received by the Developer.

- 3.3 In addition to the consideration, and all amounts payable under this Agreement, the Purchaser shall bear and pay Service Tax as applicable, VAT, any other new taxes (including without limitation Goods and Services Tax), any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Purchaser to the Developer along with and in addition to each installment or as may be demanded by the Developer.
- 3.4 The Total Consideration is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 3.5 The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- 3.6 The Purchaser agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Purchaser agrees and undertakes to furnish to the Developer a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Purchaser fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Purchaser shall be solely liable and responsible in respect thereof, with no liability to the Developer.
- 3.7 The Purchaser agrees and confirms that in the event of delay/default in making payment of the service tax or any such tax demanded, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be

entitled to adjust the unpaid service tax or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchaser.

4. OBLIGATIONS OF DEVELOPER:-

- 4.1. The Developer has commenced construction of the Building in accordance with the plans, designs, specifications that are approved by the MCGM and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required by the MCGM and/or any other concerned authority/s ("**Sanctioning Authorities**") to be made by them.
- 4.2. The Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Sanctioning Authorities at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Premises for occupation to the Purchaser, obtain from the concerned authority the Occupation Certificate in respect of the Premises.
- 4.3. The Developer hereby declares that no part of the FSI has been utilized by the Developer else where for any purpose whatsoever.
- 4.4. The Developer has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by the Developer to various authorities and all the terms, conditions and restrictions contained in the various no objections and provisions granted by various authorities with respect to the Building.
- 4.5. The Developer hereby declares that the floor space index as on date in respect of the Plot is 2.7 (two point seven), which includes FSI available in respect of the plot is 1.00 plus 100% of admissible Transfer of Development Rights plus 35% compensatory Fungible FSI.
- 4.6. Without prejudice to the generality of what is stated in 4.4, the Purchaser hereby agrees and confirms as under –

- (a) The Purchaser is aware that the Building is being constructed with deficient open space, and that the Purchaser and/or the Society and/or its members shall not object to the development of the lands adjoining the Plot with deficient open space;
- (b) The Purchaser and/or the Society and/or its members shall not hold the MCGM liable for any failure of the mechanical parking system, at any time in the future;
- (c) The Purchaser and the Society and its members, shall comply with all the terms and conditions of the E.E. (T&C) N.O.C.;
- (d) The Purchaser and the Society and its members, shall hand over the land affected by the proposed road / road widening, if any to MCGM free of cost and free from all encumbrances and will transfer the land affected by the proposed road / road widening, if any as per DDP 2034 in the name of MCGM in P.R. Card, within six months from date of sanction of DDP 2034 by the state government;
- (e) The Purchaser and the Society and its members, shall separate the dry and wet garbage and wet garbage will be treated separately as per the guidelines issued vide circular no. CHE/DP/051771/Gen dated 21/03/2016 in the jurisdiction of MCGM;
- (f) The Purchaser and the Society and its members, shall not hold MCGM liable for the proposed inadequate sizes of rooms in future;
- (g) The Purchaser and the Society and its members, shall not complain regarding inadequate maneuvering space of car parking to MCGM in future;
- (h) The Purchaser and the Society and its members, shall duly preserve the following documents upon being handed-over the same by the Developer –
- (i) Ownership documents in respect of the Plot;
 - (ii) Copies of the IOD, CC (and subsequent amendments), OC, BCC and corresponding canvas mounted plans;
 - (iii) Copy of the Soil Investigation Report;
 - (iv) RCC details and canvas mounted structural drawings;
 - (v) Structural Stability Certificate issued by the Licensed Structural Engineer;
 - (vi) Structural Audit Reports;
 - (vii) Details of all the repairs carried out in the Building;

- (viii) Supervision Certificate issued by the Licensed Site Supervisor;
- (ix) Building Completion Certificate issued by the Licensed Surveyor/Architect;
- (x) NOC and Completion Certificate issued by the CFO; and
- (xi) Fire safety audit carried out as per the requirements of the CFO.

The Purchaser and the Society and its members, shall carry out necessary repairs/structural audit/fire safety audit, etc. as regular intervals as per the requirement of the CFO, and maintain and preserve Reports of all such subsequent periodical structural audits and repairs history in respect of the Building.

- 4.7 If the Developer fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules of RERA Act, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.

5. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:

- 5.1 Without prejudice to the right of the Developer to charge interest in accordance with Clause 3.2 above, on the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Developer under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement;
- 5.2 Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;

- 5.3 Provided further that upon termination of this Agreement as aforesaid, 20% of the amount paid till then by the Purchaser will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Developer shall refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Developer within a period of 30 (thirty) days of the termination but the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer, (whether acceptable and realized by the Purchaser or not) the Developer shall be at liberty to dispose of and sell the Premises to such person and at such price as the Developer may in their absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the Premises.
- 5.4 Upon the Developer terminating this Agreement as aforesaid, the Developer shall be entitled to adjust the shortfall (if any) in the service tax liability of the Purchaser from the balance amounts (i.e. amount paid by Purchaser to the Developer less the amounts which the Developer is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Developer prior to refund of the amount/s to the Purchaser. The amounts paid by the Purchaser towards his service tax liability until the date of termination / cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser without any interest thereon only upon the Developer receiving corresponding refund / getting credit of the corresponding service tax amount paid / deposited, from the statutory authorities and not otherwise, within (30) thirty days of such credit/refund.
- 5.5 If the Purchaser in order to augment the resources in his hand for the purpose of payment of consideration amount to the Developer under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "**Lender**") against the security of the Premises subject to the consent and approval of the Developer, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount and (b) the Developer exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the

said termination. The Purchaser shall obtain the necessary letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated in Clause 5.3 regarding the forfeiture) entitled to the refund of the amount so paid by the purchaser to the Developer towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

- 5.6 All the rights and / or remedies of the Developer including the aforesaid rights and remedies of the Developer, are cumulative and without prejudice to one another.

6. FIXTURE / FITTINGS:

The fixtures, fittings and amenities to be provided by the Developer in the Building and in the Premises are those that are set out in Annexure "9" annexed hereto.

The Developer shall endeavor to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Developer shall provide amenities of similar brand as the circumstances may permit or their near substitutes at Developer's discretion.

7. RIGHTS OF DEVELOPER:

- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises hereby agreed to be sold by the Developer to the Purchaser and all other premises shall be the sole property of the Developer and the Developer shall be entitled to develop the Plot without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 7.2. The Purchaser hereby agrees and confirms that the Developer shall have the sole and absolute right and authority and shall be entitled subject to the terms and conditions of the Development Agreement to deal with or otherwise dispose of any part or portion of the Building and/or the Plot including the parking spaces and to permit the same to be

utilized for any purpose at its sole discretion and the Purchaser hereby grants his irrevocable authority, permission and consent to the Developer for the same.

- 7.3. The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the Plot and/or to the further building plans (whether envisaged at present or not), in accordance with the provisions contained in the RERA Act and the Rules made thereunder. The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developer for carrying out amendments, alterations, modifications and/or variations as aforesaid.
- 7.4. The Developer shall, subject to the RERA Act and the Rules framed thereunder always have the right and be entitled to purchase and acquire further Transfer of Development Rights from the market, any permissible additional FSI by whatever name called from Sanctioning Authorities and consume the same on the Plot and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper, subject to the terms and conditions mentioned in the Development Agreement and the Purchaser hereby irrevocably consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the building plans from time to time.
- 7.5. The Developer shall, subject to the RERA Act and the Rules framed thereunder, be entitled to make such changes in the building plans as the Developer may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Developer carrying out such changes in the building plans.

8. POSSESSION:

- 8.1 The possession of the Premises shall be delivered to the Purchaser after the Premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser. The Developer shall give possession of the Premises to the Purchaser on or before **31st December, 2022** (Subject to force majeure);

8.2 If the Developer fails or neglects to give possession of the Premises to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developer terminating this Agreement, in which event the Developer shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at specified in the RERA Rules from the date the Developer received such amounts till the date the amounts and the interest thereon is repaid. The Developer shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Developer shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit;

8.3 Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

- a) force majeure;
- b) non-availability of labour, steel, cement, other building material, water or electric supply;
- c) war, civil commotion or act of God;
- d) any notice, order, rule, notification of the Government or other public, judicial or competent authority

8.4 The Purchaser agrees that the return of the payment and the damages mentioned in Clause 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his/her/their rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon this Agreement being terminated as stated in Clause 8.2 above, the amounts paid by the Purchaser towards his service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser without any interest thereon only upon the Developer receiving

corresponding refund/getting credit of the corresponding service tax amount paid / deposited, from the statutory authorities and not otherwise.

8.5 The Purchaser shall take possession of the Premises within 7 (seven) days of the Developer giving written notice to Purchaser intimating that the Premises is ready for use and occupation. If within a period of five years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Premises or the Building or any material defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation as provided under the RERA Act.

8.6 The Developer shall however not be responsible or liable to comply with its obligations stated in 8.5, if the defects referred therein are on account of the acts or omissions on the part of the Purchaser or the Society.

8.7 The Developer agrees and undertakes not to give possession of the Premises to the Purchaser and/or permit the Purchaser to occupy the Premises, until the Developer has obtained the Occupation Certificate in respect of the Building and also provided that prior thereto, the Developer has given an unconditional Notice in writing to the Society to take possession of the Members' Premises.

9. SOCIETY

9.1 Upon completion of the development of the Plot and receipt of the Occupation Certificate in respect of the Building and subject to the Purchaser having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Developer shall cause the Society to admit the Purchaser as members of the Society, subject to the Purchaser agreeing to abide by the rules, regulations and bye-laws of the Society;

9.2 The Purchaser agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may

be payable by him/her/them from time to time, without recourse to the Developer. The Purchaser shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Purchaser shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Purchaser hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same.

- 9.3 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Developer's entitlement in the Building shall at all times be and remain the absolute property of the Developer and the Developer may if it so desires, become member of the Society in respect thereof and the Developer 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 herein, nor the Society shall object to or dispute the same. On the Developer intimating to the Society the name or names of the purchaser/s or acquirer/s of such unsold flats, 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 upon such purchaser/s and acquirer/s making the payment of statutory entrance and membership fees as also share money and proportionate contribution to the society, but without payment of any premium, transfer charges or donation but subject to what is stated in the Development Agreement, and subject to the such purchaser/s and acquirer/s agreeing to abide by the rules, regulations and bye-laws of the society.

- 9.4 The Developer has informed the Purchaser, and the Purchaser is aware that the Purchaser will be enrolled as a member of the Society upon payment of requisite entrance fees and membership fees as more particularly referred in clause 14.1 of Development Agreement.

10. COMMON AREAS AND RESTRICTED AREAS:

It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the **Second Schedule** hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, parking spaces, open spaces or otherwise and other spaces within the Plot to one or more person/s of its choice. It is hereby agreed that only the areas mentioned in the **Second Schedule** written hereunder under the heading Common Areas and Facilities shall be common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Third Schedule** hereunder written and alienate and dispose of the same in such manner as the Developer think fit and proper.

11. COVENANTS BY THE PURCHASER:

- 11.1 The Purchaser shall use the Premises and every part thereof or permit the same to be used only for residential purposes and shall use the Car Parking Slot for the purpose of parking the Purchaser's own vehicle only.
- 11.2 The Purchaser agrees not to change the user of the Premises without the prior consent in writing of the Developer and the Society. Any unauthorised change of user by the Purchaser shall render this Agreement voidable at the instance of the Developer, and the Purchaser in such event shall not be entitled to any rights arising out of this Agreement.
- 11.3 The Purchaser hereby confirms that he/she/they has/have read and understood (i) the Development Agreement, (ii) the Deed of Conveyance, (iii) the bye-laws of the Society and (iv) sanctioned plans and permissions and that the Purchaser, after having taken all such independent legal advice, as the Purchaser has deemed fit or necessary, has agreed to enter into this Agreement. The Purchaser agrees and confirms that all the restrictions and covenants contained herein and in the Development Agreement, the Deed of Conveyance and the bye-laws of the Society shall be binding on the Purchaser and that the same shall continue to govern the relations between the Purchaser and the Society even after the entire development is complete and the Occupation Certificate in respect of the Building is issued
- 11.4 The Purchaser with an intention to bind all persons in whose hands the Premises may come, does hereby covenant as follows:

- (i) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof.
- (ii) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (iii) to carry out, at the Purchaser's own cost and expense, all internal repairs to the Premises from time to time and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority or the sanction and permissions obtained by the Developer for the Building.
- (iv) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the Premises without the prior written permission of the Developer and/or the Society.

- (v) not to do or permit to be done any act which may render void or voidable any insurance of the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- (vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building.
- (vii) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Building;
- (viii) not to encroach upon or make use of any portion of the building not agreed to be acquired by the Purchaser;
- (ix) not to close or permit to be closed balconies of the Building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the Premises;
- (x) pay to the Developer/Society, as the case may be, within 7 (seven) days of demand by the Developer, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other utility/service connection to the Building.
- (xi) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise.
- (xii) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid-up and only if the Purchaser has not committed any breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained their prior consent in writing in that behalf.
- (xiii) till the management of the Building is handed over to the Society, to allow the Developer, their surveyors and agents at all reasonable times to enter into or upon the Property to view and examine the state and condition thereof.
- (xiv) not to change the external colour scheme or the pattern of the colour of the Building.

- (xv) not to change exterior elevation or the outlay of the Building.
- (xvi) not to fix any grill to the Building or windows except in accordance with the design approved by the Developer.
- (xvii) Not to keep anything in the common passage, staircases, terraces, walls or any other common place of the Building;
- (xviii) Not to affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in the Plot;
- (xix) The Purchaser shall not do or suffer to be done anything on the Plot and/or the Building to be constructed thereon which would be forbidden or prohibited by any law and/or the rules of the concerned government authorities. In the event, the Purchaser commit/s any act or omission in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf.
- (xx) not do or permit or suffer to be done anything in or upon the Premises or any part of the Building which is or may, or which in the opinion of the Developer 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 neighborhood provided always that the Developer shall not be responsible to the Purchaser 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 Building.
- (xxi) Shall never in any manner enclose any elevation features and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Premises and keep the same unenclosed at all time.

11.5 The Purchaser agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Plot;

- 11.6 The Purchaser confirms that the Developer has given full free and complete inspection of all documents of title in respect of the Plot and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents. The Purchaser has inspected the Title Certificate issued by Advocate Satish Mishra & Co. and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Plot.
- 11.7 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including open spaces, etc. will remain the property of the Developer subject to the rights of the Society under the Development Agreement

12. OUTGOINGS:

- 12.1 Commencing a week after notice in writing is given by the Developer to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the Plot and the Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and Building. Until the management of the Plot and Building is handed over to the Society, the Purchaser shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer. The Purchaser shall pay to the Developer provisional monthly contribution of **Rs._____/-** towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Developer until the management is handed over to the Society.
- 12.2 The Purchaser shall on or before the delivery of the possession of the Premises pay to the Developer the following amounts:-

(i)	Rs._____/-	non-refundable for legal charges and expenses.
(ii)	Rs._____/-	non-refundable for share money, application, entrance fee of the Society.

(iii)	Rs._____-/-	non-refundable deposit towards installation of cable, electric meter, water meter etc.
(iv)	Rs._____-/-	being 1 year deposit towards proportionate share of taxes, maintenance and other charges
	Rs._____-/-	Total

12.3 The Developer shall utilize the sum of **Rs._____-/-** referred to in Clause 12.2 (i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.

12.4 It is agreed in respect of amounts mentioned in Clause 12.2 (ii) and (iii) above, the Developer shall not be liable or otherwise required to render accounts. The Developer shall hand over the deposits or balance thereof to the Society as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/ deposit shall not carry any interest.

12.5 The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser as advance or deposit, on account of the share capital of the Society, outgoings, legal charges and shall utilise the same for the purpose for which they have been received.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- i. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Plot and shall obtain requisite approvals from time to time to complete the development of the Plot;
- ii. There are no litigations pending before any Court of law with respect to the Plot
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the Plot, are valid and subsisting and have been obtained by following due process of law.
- iv. The Developer has the right to enter into this Agreement.

- v. The Developer has not entered into any agreement for sale with respect to the Premises which will, in any manner, affect the rights of Purchaser under this Agreement;

The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;

14. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges and expenses in respect of this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice being received in this regard, the Developer shall attend such office and admit the execution thereof.

15. NOTICES:

Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated herein. If there is any change in the address of either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

16. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and harmless, and keep indemnified and harmless the Developer, from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by the Developer, directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this Agreement; and (c) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

17. GENERAL PROVISIONS

- 17.1 This Agreement and all annexures hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.
- 17.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 17.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 17.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
- 17.5 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Purchaser to the Developer and/or (iv) otherwise, shall be to the account of the Purchaser alone and the Developer shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Premises and the Developer's decision as regards the quantum of the same shall be final and binding to the Purchaser.

17.6 **PAN**

The parties are assessed under following PAN: -

DEVELOPER

AAACA 4605 Q

PURCHASER

18. MISCELLANEOUS

18.1 If the Purchaser intends to visit the under construction Building then he shall make a written request to the Developer for a site visit and the Developer shall within 7 (seven) working days from receipt of the request intimate the Purchaser the date and time for such visit. The Purchaser shall accordingly be entitled to site visit on the date and the time as intimated by the Developer accompanied by site staff of the Developer and the Purchaser agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser hereby undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser, due to negligence or wrongful acts or otherwise, during the site visit.

18.2 The Purchaser/s hereby agrees and declares that he/she/itself/themselves shall submit full-fledged drawings with all specification before starting interior work of the Premises and approval shall be obtained from the Developer. The Purchaser shall deposit **Rs. _____/-** (Rupees _____ Only) towards the same. The said deposit shall be forfeited in the event of any default by the Purchaser.

18.3 After the Premises is handed over to the Purchaser, the Purchaser shall not be permitted to carry out any additions or alteration in the Premises and/or enclose or encroach upon any common area of the Building in the nature of common passage or landing or mid landing areas and the Developer shall not be responsible, if additions and alteration or encroachments are done in the Premises or the Building by the Purchaser or occupier, in violation of the building regulations. The Purchaser agrees to indemnify and keep the Developer and its successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising

against the Developer or its successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the Premises or the Building by the Purchaser or occupier, in violation of the building regulations.

19. FURTHER ASSURANCES

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

20. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the **RERA** Authority as per the provisions of the RERA Act and Rules and Regulations thereunder.

21. GOVERNING LAW

That the rights and obligations of the parties under/ arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai shall hold jurisdiction over this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

Plot bearing CTS No.738A admeasuring 998.3 square meters as per the Property Register Card together with the building standing thereon, situate, lying and being at Subhash Road, Vile Parle (East), Mumbai – 400 057 in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bounded as follows:

- | | | |
|------------|---|-------------------------------------------------------------------------------|
| East Side | - | Ramanand Co-op. Society C.T.S No-737 |
| West Side | - | Open Plot (R.G) C.T.S No-738 D & Nandinikrupa Co-op
Society C.T.S No-738 B |
| South Side | - | Sanyogita Co-op Society C.T.S No-738 K |
| North Side | - | D.P Road 40 Feet. (Subhash Road) |

THE SECOND SCHEDULE ABOVE REFERRED TO:

Common areas and facilities

- (a) The Compound;
- (b) The Entrance Lobby;
- (c) The staircase and common passages;
- (d) The lifts, lift shafts, the cable wiring and electrification of lifts;
- (e) Fire tank and Underground water tank;
- (f) Compound wall, gates;
- (g) Entire Common terrace above the topmost floor;
- (h) Society Office, Fitness Centre, Servant Toilet at ground floor level.
- (i) Security cabin
- (j) Pump Room.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Restricted areas and facilities

- (i) The car parking spaces in the open and puzzle / stack car park installed in ground floor out of Developer's Car Park Spaces is designated as parking for the purchaser of the residential flats in the building.
- (ii) All areas not covered under "common areas and facilities" including open spaces, terraces are restricted areas and facilities and the Developer has absolute right to dispose of the same to any person/s in the manner the Developer deem fit and proper.

SIGNED AND DELIVERED by the)
Within named "Developer")
AMAL REALTORS PRIVATE LIMITED)
(by its authorized signatory)
Mr. Anish Shah)
Mr. Manish Shah)
in the presence of)
1. _____)
2. _____)

SIGNED AND DELIVERED by the)
withinnamed "Purchaser")
_____)
_____)
_____)
in the presence of)
1. _____)
2. _____)

RECEIPT

Received from the)
withinnamed Purchaser the sum)
of Rs. _____/- being the earnest money)
paid to us vide cheque no. _____)
Drawn on _____ dated _____)
on or before the execution hereof.) Rs. _____/-

WITNESSES:

- 1.
- 2.

WE SAY RECEIVED

(DEVELOPER)