

**To,**

**Sub : To Reserve Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor, Building No. 42, Pantnagar Mayur Co-Op. Hsg. Soc. Ltd., Pant Nagar, Ghatkopar (E) Mumbai- 400075.**

Dear Sir,

(1) We hereby confirm that we are agreed to reserve for you, **FlatNo. \_\_\_\_\_ on \_\_\_\_\_ Floor**, in the building to be reconstructed and to be known as **RAJSHREE ORCHID** at **Building No. 42, Pantnagar Mayur Co-Op. Hsg. Soc. Ltd., Pant Nagar, Ghatkopar**, having a Carpet Area \_\_\_\_\_ Sq.mt. at or for the consideration of ` \_\_\_\_\_/- ( \_\_\_\_\_ only) and the same you have agreed to pay us as mentioned in the schedule herein below.

(2) Apart from aforesaid Consideration you shall liable to pay;

- a) Society Admission fee, Share money, Entrance fee, Society Admission fee at the time of Possession,
- b) Maintenance charges including Water Charges, Municipal Tax, Lease rent, Salaries etc. At the time of Possession. (Non Accountable/Refundable),
- c) Stamp Duty, Registration charges, Service Tax, VAT, GST and/or any government charges etc. as applicable, in respect of this letter and the Agreement for sale,

(3) Time for the payment of the balance consideration is the essence of the contract. You have to pay the interestas per the Real Estate (Regulation and Development) Act 2016. If you commit any default or delay in payment of any installments as mentioned in schedule. The payment & acceptance of interest shall not be construed as a waiver of any of your obligation.

(4) In case, the payments are delayed beyond 30 days from their respective due dates then, we shall be entitled at our own option to terminate this letter and forfeit the earnest money. We propose to hand over possession by \_\_\_\_\_. The possession of the said premises shall always be subject to force major clause, any unforeseen circumstances for circumstances beyond control or being abnormal or non-availability of building materials, or delay due to sanctions of competent and concerned authorities or change in laws/rules etc. However before termination of the allotment, we will give 15 days prior notice in writing. We will exercise power to terminate only if you fail to pay such amount alongwith interest within 15 days from the receipt of such notice. If you fail to execute Agreement for Sale and register the same within 30 days or such further time as may be extended by us, we are entitled to cancel the reservation and return sum of Rs. \_\_\_\_\_ paid by you without interest and thereafter deal with and dispose off the said flat as we may deem fit.

(5) The letter shall be treated as letter of intent to reserve the above said flat for you. A formal Agreement for Sale in the standard form incorporating all the terms, conditions and provisions of the Real Estate (Regulation and Development) Act 2016 will be executed in favour of yourself and thereafter this reservation will stand confirmed.

(6) You shall not let, sub-let, transfer, assign or part with the possession of the said Flat without prior written permission of us.

**DRAFT WITHOUT PREJUDICE**

(7) You are herewith informed that, deduction & payment of TDS as per applicable rate from time to time (Presently 1 %) is your liability and you shall submit Form 26QB, Challan & Form 16B as a part of Total Consideration.

(8) **The flat will be in raw condition (Excluding all the internal amenities/Features).**

**Details of Slab Installment**

Sr No.	Name of the Installment		Value
1			0/-
2			0/-
3			0/-
4			0/-
5			0/-
6			0/-
7			0/-
8			0/-
9			0/-
10			0/-
11			0/-
12			0/-
13			0/-
14			0/-
15			0/-
16			0/-
17			0/-
18			0/-
	<b><u>Total</u></b>		<b>0/-</b>

Please confirm the above arrangement by signing this letter.

Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Thanking you,  
Yours faithfully,

**For RAJSHREEASSOCIATES**

**We agree and confirm the above**

**Authorized Signatory**

(\_\_\_\_\_)

THIS AGREEMENT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between  
**M/s RAJSHREE ASSOCIATES** (PAN No.- AAPPS3908J) having its office at 102,  
Karma Sandesh-2, Behind Popular Hotel, Off. Hingwala Lane, Ghatkopar (E),  
Mumbai- 400 077, hereinafter referred to as "The Developer" (which expression shall  
unless it be repugnant to the context or meaning thereof mean and include their heirs,  
successors, assigns, executors and administrators) of the First Part, AND **Mr.**  
\_\_\_\_\_ (PAN No. \_\_\_\_\_) & **Mr.** \_\_\_\_\_ (PAN No.  
\_\_\_\_\_) of Mumbai Indian Inhabitant, residing  
at \_\_\_\_\_, hereinafter referred to as the  
"Flat Purchaser" (which expression shall unless it be repugnant to the context or  
meaning thereof mean and include his/her/their respective heirs, executors and  
administrators) of the Second Part.

**W H E R E A S :-**

1. By an Indenture of Lease dated 23<sup>rd</sup> October 1992 duly registered with the Sub Registrar Kurla, under No. BDR14-960-1992 on 2<sup>nd</sup> February 1993 entered in to between the MHADA therein referred to as The Lessor and Pan Nagar Mayur Co-op. Hsg. Soc. Ltd. (hereinafter referred to as the "**said Society**"), therein referred to as the Lessee, MHADA in its capacity as the Owner of the plot of land bearing building No.42, Survey No.236-A, CTS No.5661 (part), Village Ghatkopar-Kirol, at PantNagar, Ghatkopar, admeasuring 743.35sq. mtrs. (hereinafter referred to as the "**said Land**") demised in favour of the said Society for a period of 99 years with effect from 1<sup>st</sup> April 1980 upon the terms and conditions therein contained.
2. By a Deed of Sale dated 23<sup>rd</sup> October 1992 duly registered with the Sub Registrar, Kurla, under No. BDR14-958-1992 on 2<sup>nd</sup> February 1993 entered in to between MHADA, therein referred to as the Vendor and the said Society herein, therein referred to as the Purchaser, MHADA in its capacity as the Owner of the Building bearing No. 42, consisting of ground & two upper floor with 30 flats (hereinafter referred to as the "**said Old Building**") on the said Land decided to convey or sell to the said Society upon the terms and conditions therein contained. The said Land and the said Old Building are hereinafter collectively referred to as the "**said Property**".
3. The said Old Building No. 42 was in a dilapidated condition and therefore the said Society decided to demolish the building and to construct in place and stead thereof altogether a new building. At its Special General Body Meeting held on 10<sup>th</sup> September, 2006, members of the Society passed a resolution to appoint the Developer herein as developer to redevelop the said Property.
4. By a Development Agreement dated 12<sup>th</sup> July 2007, duly registered with the office of the Sub Registrar of Assurances at Kurla under Serial No. BDR7-4017-2007 entered between the said Society and the Developer herein, the said Society granted development rights in respect of the said property to the Developer upon the terms and conditions therein contained.
5. Pursuant to the said Development Agreement dated 12<sup>th</sup> July 2007 the said Society granted a Power Of Attorney dated 12<sup>th</sup> July 2007 duly registered with

the office of the Sub Registrar of Assurances at Kurla under Serial No. BDR7-4018-2007 in favour of Mr. Jethalal L. Dedhia and Mr. Laxmichand D. Shah, nominees of the said Developer to do acts, deeds and things mentioned therein.

6. By Rectification Deed dated 31<sup>st</sup> December 2007, duly registered with the office of the Sub Registrar of Assurances at Kurla under Serial No. BDR7-01244-2008 entered into between the said Society and the Developer herein, the said Development Agreement dated 12.07.2007 was rectified as mentioned therein.
7. The Developer and the said Society have appointed M/s. Space Moulders as Architect, duly registered with the Council of Architects; the Developer has also appointed M/s. Sura & Associates as their Structural Engineers for the preparation of the structural designs and drawing of the building for Development of the project land. The Developer intends to avail Professional Services of the said Architect and Structural Engineers or such other qualified Architect and Structural Engineers till completion of construction.
8. MHADA measured the said property, and issued Area Certificate dated 02.03.2010 with Plan that the said Society is entitled for additional land area admeasuring 169.87 Sq. Meter in form of NTBNIB. Pursuant to the same the Developer had paid consideration for the NTBNIB to MHADA, now the total area of the said property is 743.35 sq. mtrs. as per Lease Deed dated 23<sup>rd</sup> October 1992 and an additional NTBNIB area of 169.87 sq. mtrs., aggregating to 913.22 sq. mtrs. (hereinafter referred to as the "**Project Land**") more particularly described in the Schedule written hereunder written. A Copy of Area Certificate dated 2<sup>nd</sup> March 2010 with Plan annexed hereto as Annexure A, A1.
9. MHADA by its Offer letter bearing No.CO/MB/ARCH/NOC/F-237/3582/2010 dated 1<sup>st</sup> June 2010, offered to the Society to construct a building on the Larger Property utilizing existing buildable area of 921.97 sq.mtrs. plus additional buildable area of 1361.08 sq.mtrs. aggregating to 2283.05 sq.mtrs. on the terms and conditions therein contained. Society has accepted the said offer and the Society/Developers herein have complied with all the terms and conditions therein contained including payment of premium.

10. MHADA by its letter bearing No.CO/MB/ARCH/NOC/F-237/6078/2010 dated 24<sup>th</sup> September 2010 granted their NOC to the Executive Engineer, Building Proposal for reconstruction/ redevelopment of the said building No.42 for construction on the plot admeasuring 913.22 sq.mtrs. (743.35 sq.mtrs. as per the Lease Deed plus 169.87 sq.mtrs. of additional land in the form of NTBNIB) along with the right to consume the total built up area of 2283.05 sq.mtrs.
11. By a further Offer letter dated 2<sup>nd</sup> January, 2016 MHADA offered to the Society additional built up area of 915.00 sq.mtrs. subject to payment of premium and other terms and conditions which has been duly accepted by the Society and Developers has paid requisite premium as therein contained.
12. Accordingly MHADA by its letter bearing No.CO/MB/REE/NOC/F-237/1052/2016 dated 8th July 2016 addressed to the Executive Engineer, Building Proposal for reconstruction/redevelopment of the said building granted their NOC for construction of building by utilizing a total built up area of 3198.05 sq.mtrs. (2283.05 sq.mts. allotted under the earlier NOC dated 24th September 2010 plus 915.00 sq.mts.) on the terms and conditions therein contained. Copy of the said NOC dated 8th July 2016 is annexed hereto as **Annexure “B”**.
13. Presently, the Developer has submitted building plan to MCGM to use FSI of the project land + pro-rata FSI allotted by MHADA + Fungible FSI as per clause no 33(5) of DCR, for construction of the Said New Building, consisting of stilt+16(sixteen) upper floors which have been duly sanctioned by the MCGM and have issued the IOD bearing No. CE/6554/BPES/AN dated 9<sup>th</sup> December 2010, which has been amended by IOD being No. CE/6554/BPES/AN dated 16<sup>th</sup> January 2013 and further amended on 23<sup>rd</sup> January 2017. MCGM have also issued Full Commencement Certificate (CC) as per amended Plan dated 23<sup>rd</sup> January 2017 on 3<sup>rd</sup> February 2017. Copy of IOD dated 9<sup>th</sup> December 2010, Amended IOD dated 16<sup>th</sup> January 2013,Amended IOD dated 23<sup>rd</sup> January 2017 and full CC dated 3<sup>rd</sup> February 2017 hereto annexed as **Annexure “C, C1, C2 & D”** respectively.
14. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said

building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

15. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
16. In accordance with the said Development Agreement as well as the subsequent Understanding arrived at with the said Society and its members, the Developer is required to provide to the members of the Society one flat admeasuring about 600 sq.ft. (carpet) in the new building to be constructed on the said Property free of cost & the Developer is required to provide to 8 (Eight) car parking to the society and; the Developer herein is entitled to sell/allott the balance flats as well as the car parking, receive the sales proceeds in respect thereof and appropriate the same to recover their costs and profit.
17. As per the Understanding with the Society, Developer is required to allot flat Nos.1 and 2 from 1<sup>st</sup> to 15<sup>th</sup> floor to the members of the said Society while the Developer is entitled to the remaining flats i.e. flat Nos.3 and 4 from 1<sup>st</sup> to 15<sup>th</sup> floor and all the 4 flats on the 16<sup>th</sup> floor+or.
18. The Flat Purchaser have demanded from the Developer and the Developer have given inspection to the Flat Purchaser all the documents relating to the project land as required under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “RERA”) including Indenture of Lease dated 23<sup>rd</sup> October 1992, Sale Deed dated 23<sup>rd</sup> October 1992, Development Agreement dated 12<sup>th</sup> July 2007 with its Rectification Deed dated 31<sup>st</sup> December 2007, Certificate of Title dated 5<sup>th</sup> March 2013, P.R.Card, MHADA’s Area Certificate dated 2<sup>nd</sup> March 2010 with plan, MHADA’s letter dated 8<sup>th</sup> July 2016, IOD dated 9<sup>th</sup> December 2010, Amendment letter dated 16<sup>th</sup> January 2013 and 23<sup>rd</sup> January 2017, CC dated 3<sup>rd</sup> February 2017 as well as plans, designs and specifications prepared by the Architect and approved by the MCGM in accordance with the DCR, as well as the other documents. The

Flat Purchaser have seen and satisfied with all above documents, designs, specifications, the building plans sanctioned by MCGM and agreed to variation & modification or amendments as the Developer may consider necessary or that may be required by MCGM or other authorities to be made in them or any of them.

19. The Flat Purchaser has applied to the Developer for allotment of **Flat No. \_\_\_\_\_** on the \_\_\_\_\_ floor of the building to be known as "**RAJSHREE ORCHID**" being constructed on the Project Land admeasuring \_\_\_\_\_ sq.mtr. (carpet) as defined under RERA. The said flat is shown on the plan hereto annexed as Annexure "E" by red colour boundary line.
20. The Developer has agreed to allot to the Flat Purchaser the **flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor** of the building to be known as "**RAJSHREE ORCHID**" admeasuring \_\_\_\_\_ sq.mtr. (carpet) at or for the lump sum consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**.
21. The Developer has allotted to the Flat Purchaser right to park \_\_\_\_\_ car(s) in the puzzle car parking(s) /Mechanized Car parking(s) /stilt car parking (s) for which the Flat Purchaser shall pay to the Developer a sum of **Rs. \_\_\_\_\_/-**. The aggregate consideration required to be paid by the Flat Purchaser to the Developer in respect of the said flat along with right to park \_\_\_\_\_ car(s) in the puzzle car parking(s) /Mechanized Car parking(s) / stilt car parking (s) works out to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**.
22. This redevelopment project was originally financed and mortgaged to the 'Reliance Capital Ltd.' {RCL} by Indenture of Mortgage dated 22.08.2014 and the said loan was fully repaid by the Developer. Afterward, this project of redevelopment was financed and mortgaged to Reliance Home Finance Ltd. (RHFL) by Indenture of Mortgage and Charge dated 01.08.2016. RHFL by its letter dated \_\_\_\_\_ granted their NOC for transfer/ sale of the said Flat to the Flat Purchasers.
23. The Certificate of Title issued by Advocate Mr. Sunil S. Nimbalkar, certifying the title of the said Society in respect of the said Property. The copy of Certificate of Title is annexed hereto as Annexure "F". The copy of Property

Register Card (P.R.Card) in respect of the said Property showing title of MHADA and the said Society is annexed hereto as **Annexure "G"**.

24. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no **P51800001097**; copy is attached in **Annexure "H"**.

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

1. The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.
2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.
3. The Developer proposes to construct on the Project Land more particularly described in the Schedule hereunder written a building stilts + 16 upper floors. The Developer is constructing the said Building to be known as "Rajshree Orchid", or such other name as the Developer proposes, in accordance with the plans, specifications and designs approved/that may be approved by Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") which have been seen and approved by the Flat Purchaser, with such variations and modifications as the Developer may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons.
4. The Developer has agreed to sell to the Flat Purchaser and the Flat Purchaser has agreed to purchase from the Developer, the said Premises bearing **Flat No. \_\_\_\_\_, on \_\_\_\_\_ floor** of the said Building to be known as "**Rajshree Orchid**" admeasuring \_\_\_\_\_ sq. mtr. carpet area, being constructed on the Project Land more particularly described in the Schedule hereunder written for a consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which is inclusive of the proportionate cost of common area. The Developer shall at any time be entitled to vary and modify the plans in respect of the said Buildings and/or amenities to be

provided as may be required by the concerned authority; for which the Flat Purchaser have granted the Developer their consent. The Developer has allotted to the Flat Purchaser right to park \_\_\_\_ car(s) in the puzzle car parking (s) /Mechanized Car parking(s) /stilt Car parking (s) for which the Flat Purchaser shall pay to the Developer a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**. The car parking number(s) shall be assigned and communicated at the time of handing over possession of the said Flat to the Flat Purchaser if the car parking is allotted to the Flat Purchaser. The aggregate consideration required to be paid by the Flat Purchaser to the Developer in respect of the said flat along with right to park \_\_\_\_ car(s) in the puzzle car parking(s) /Mechanized Car parking (s) / stilt car parking (s) works out to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (hereinafter referred to as "**Full Purchase Price/Consideration**") which shall be paid by the Flat Purchaser to the Developer in the manner as set out hereunder:

- a. \_\_\_\_\_/-as earnest money on or before the execution of these presents;
- b. \_\_\_\_\_/-paid within Seven days after execution of these presents;
- c. \_\_\_\_\_/-on completion of Plinth of the said Building;
- d. \_\_\_\_\_/-on completion of 2nd slab of the said Building;
- e. \_\_\_\_\_/-on completion of 4<sup>th</sup> slab of the said Building;
- f. \_\_\_\_\_/-on completion of 6<sup>th</sup> slab of the said Building;
- g. \_\_\_\_\_/-on completion of 8<sup>th</sup> slab of the said Building;
- h. \_\_\_\_\_/-on completion of 10<sup>h</sup> slab of the said Building;
- i. \_\_\_\_\_/-on completion of 12<sup>th</sup> slab of the said Building;
- j. \_\_\_\_\_/-on completion of 14<sup>th</sup> slab of the said Building;

k. \_\_\_\_\_/-on completion of 17<sup>th</sup> slab of the said Building;

l. \_\_\_\_\_/- on completion of the internal plaster, floorings, doors and windows of the said Flat.

m. \_\_\_\_\_/- on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

n. \_\_\_\_\_/- on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located:

o. \_\_\_\_\_/- on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

p. \_\_\_\_\_/-being the balance consideration upon the said Premises is notified by the Developer as completed /in all respects.

5. The Flat Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the said Premises is always subject to a minor variation of up to +/-3% of the carpet area, and the Flat Purchaser shall have not object to the same in any manner whatsoever.
6. The Developer shall confirm the final carpet area of the said Premises that has been allotted to the Flat Purchaser after the construction of the said Building is complete and the O.C. is granted by MCGM. The Full Purchase Price/ Consideration payable by the Flat Purchaser for the said Premises shall stand adjusted proportionately, subject to a variation cap of 3%.
7. The Flat Purchaser shall make the aforesaid payments in the favour of the Developer either by way of cheque/banker's cheque/RTGS/NEFT as under:

- a. If by way of cheque or banker's cheque in favour of: **RAJSHREE ASSOCIATES A/c. No. 914020040134789".**
- b. If by way of RTGS/NEFT:
  - (i) Name of Account Holder : Rajshree Associates
  - (ii) Name of Bank : Axis Bank Ltd.
  - (iii) Name of Branch and Address: **Dadar (E) Branch, Broadway Premises Co-op. Society Ltd. Dr. Babasaheb Ambedkar Road, Dadar TT. Dadar (E), Mumbai – 400 014.**
  - (iv) A/c. No. : 914020040134789
  - (v) IFSC Code : UTIB0000124

The Flat Purchaser shall on making a payment via RTGS/NEFT share with the Developer the UTR Code/Reference No. to identify the payment.

- 8. The time for payment of aforesaid amounts shall be essence of the contract. The Developer will inform the Flat Purchaser about completion of the aforesaid work and the Flat Purchaser is bound to pay the amounts due for each installment within 7 (seven) days of Developer dispatching such intimation Under Certificate of Posting at the address of the Flat Purchaser or by email ID as given in these presents. The Developer will keep Certificate of their Architects certifying that the Developer has carried out given item of work and such certificate will be open for inspection by the Flat Purchaser at the office of the Developer and such certificate shall be valid and binding upon the Flat Purchaser and the Flat Purchaser agrees not to dispute the same in any manner whatsoever.
- 9. The Flat Purchaser hereby confirms that the consideration mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Flat Purchaser shall also pay to the Developer amount of Service tax, VAT, LBT, Cess, GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Developer and/or Flat Purchaser for sale of said Premises to the Flat Purchaser herein. The Flat Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Premises to the Flat Purchaser herein. The same shall be paid and/or settled by the Flat Purchaser immediately without making the Developer herein liable/responsible

for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to service tax, VAT, etc) by the Flat Purchaser, the Flat Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest as specified in the Rule i.e Marginal cost of Fund of SBI plus 2% p.a. on the delayed payment to the Developer.

10. The Flat Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Developer under this Agreement. The amount so deducted by the Flat Purchaser is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Flat Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Developer, only upon the Flat Purchaser submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developer in the prescribed Form No. 26AS of the Developer. The Flat Purchaser further agrees and undertakes that if the Flat Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Flat Purchaser alone shall be deemed to be an Assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations/liability for non-payment of such TDS.
  
11. The Flat Purchaser however agrees that at the time of handing over the possession of the said Premises, if any certificate, as contemplated in above Clause herein is not produced, the Flat Purchaser shall pay equivalent amount as interest free deposit with the Developer, which shall be refunded by the Developer on the Flat Purchaser producing such certificate within 90 days of possession. Provided further that in case the Flat Purchaser fails to produce

such certificate within the stipulated period of the 30 days from the end of the month in which such payment was made or credit was given, the Developer shall be entitled to appropriate the said deposit against the receivable from the Flat Purchaser.

12. The Flat Purchaser agrees to pay to the Developer interest as specified in the Rule i.e Marginal cost of Fund of SBI plus 2% per annum on all the amounts, which become due and payable by the Flat Purchaser to the Developer under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Flat Purchaser accords his irrevocable consent to the Developer to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
  - (i) Firstly towards any cheque bounce charges in case of dishonour of cheque.
  - (ii) Secondly, towards interest, if any, payable by the Flat Purchaser for delayed payments;
  - (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Premises.
  - (iv) Fourthly, towards outstanding dues including Full Purchase Price/Consideration in respect of the said Premises or under the Agreement.
13. In the event of the Flat Purchaser making any default in the payment of any amount that may become due and payable by the Flat Purchaser to the Developer under this Agreement, (including his proportionate share of taxes and other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this Agreement, the Developer will be at liberty to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless the Developer has given to the Flat Purchaser 30 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 Flat Purchaser in remedying such breach or breaches

within the aforesaid notice period of 30 days. Provided further that upon termination of this agreement, the Developer shall subject to adjustment and recovery of any amount that may have become due and payable by the Flat Purchaser to the Developer as well as the earnest money paid by the Flat Purchaser (as set out in Clause 4 herein), as agreed amount of liquidated damages, refund the balance amount without interest to the Flat Purchaser within 30 business days from the day of termination. The Developer shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever. It is agreed between the Parties, that the Developer shall make such refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned herein, whether encashed by the Flat Purchaser or not, will be considered as the payment made by the Developer towards such refund and the liability of the Developer in terms of the said refund shall come to an end forthwith. Further, the Developer shall not be liable to reimburse to the Flat Purchaser any Government Charges paid by them such as stamp duty, registration charges, Service Tax, VAT, GST etc. Upon the termination of this agreement, under this clause, the Developer shall be at liberty to sell the said Premises to any other person of their choice and at such price and terms & conditions as the Developer may deem fit and the Flat Purchaser shall not object to the same in any manner whatsoever.

14. Subject to Force Majeure Event as defined herein, the Developer expects to complete the said Building, obtain from MCGM Part Occupation Certificate/Occupancy Certificate(s) in respect of the said Premises and offer possession of the said Premises to the Flat Purchaser on or before 31st December, 2019, PROVIDED the Developer has received the full purchase consideration as above of and all other amounts payable by the Flat Purchaser to the Developer under these presents. For the purpose of this clause, the full purchase price/consideration shall include the interest/penalty payable by the Flat Purchaser to the Developer in accordance with the terms of this Agreement, VAT/Service Tax/GST as well as other amounts payable by the Flat Purchaser as provided in this Agreement.
15. For the purpose of these presents, “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that

affects the Developer in the performance of its obligations in accordance with the terms of this Agreement:

- (i) By reason of earthquake, flood, fire or any act of God; or
- (ii) any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
- (iii) Any notice, order, rules, notification of the Government, MHADA or other public or competent authority; or
- (iv) Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
- (v) any change in law, or any prohibitory order of any court against development of Property or authority which affects the performance of the Developer under this Agreement; or
- (vi) delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection by the Concerned authorities (not on account of any default on part of the Developer); or
- (vii) delay or default in payment of dues by the Flat Purchaser under these presents (without prejudice to the right of the Developer to terminate this agreement as mentioned hereinabove); or
- (viii) War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, etc.

16. The Parties agree that if on account of Force Majeure Event, as already enumerated above, construction is delayed then; the date of handing over possession will automatically stand extended to that extent.
17. If the Developer fails or neglects to give possession of the said Premises to the Flat Purchaser as stated hereinabove save and except on account of Force Majeure Event (as defined in Clause 16) or any reasons beyond their control or as provided in section 18 of the Real Estate (Regulation and Development) Act, 2016, then the Flat Purchaser shall be entitled to after giving 30 days' notice in writing, to terminate the Agreement and thereupon the Developer shall be liable on demand to refund to the Flat Purchaser amount already received by him in respect of the said Premises along with interest Marginal cost of Fund of SBI plus 2% PA per annum from the date of the receipt of such amount till

payment. Till the entire amount along with interest thereon is refunded by the Developer to the Flat Purchaser, the same shall, subject to prior encumbrance, if any, be charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Flat Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the Developer in any manner whatsoever and the Developer shall be entitled to deal with or dispose of the said Premises to any person or party as the Developer may desire at his absolute discretion.

18. The Flat Purchaser shall, within 15 days of receiving intimation from the Developer that the said Premises is ready for use and occupation, take possession of the said Premises after payment of the balance consideration as well as all other amount that are payable under this Agreement. The upkeep and maintenance of said Premises shall thereafter be the responsibility of the Flat Purchaser, irrespective of whether he chooses to occupy, use or possess the said Premises or not. The Flat Purchaser further agrees that regardless of whether he takes possession or not, the Flat Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the said Premises, and shall not hold the Developer liable for the same.
19. Commencing a fortnight after notice in writing is given by the Developer to the Flat Purchaser that the said Premises is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the flat) of outgoings in respect of the said Property including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM or such other taxes, charges or levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property constructed thereon. The Flat Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the carpet area of the premises) the maintenance and other outgoings in respect of all other common areas, amenities and facilities of the said Building. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined, the Flat Purchaser shall pay

to the Developer/said Society provisional monthly contribution of **Rs. \_\_\_\_\_/-** towards the aforesaid outgoings. It is clarified that the aforesaid amount of **Rs. \_\_\_\_\_/-** is merely provisional in nature, and the ultimate liability of the Flat Purchaser shall be as per actual. The Flat Purchaser shall pay such provisional contribution quarterly in advance on the 5th day of each and every quarter and shall not withhold the same for any reason whatsoever. The Developer shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Flat Purchaser shall be liable to pay electricity bill of individual meters separately.

20. The Flat Purchaser shall, prior to taking possession of the said Premises examine and satisfy himself with the area of the said Premises and the said amenities/fixtures. Thereafter, the Flat Purchaser shall have no claim against the Developer with respect to the said Premises or any other amenities/fixtures of the said Building or any amenities/fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and /or this Agreement and / or otherwise.
21. The Flat Purchaser shall use the said Premises agreed to be sold to the Flat Purchaser only for the purpose for which it is meant and will not use the same for any other purpose, without obtaining the prior written consent of the Developer.
22. Save and except the allotted car parking, if any, which may be permitted to be used by the Flat Purchaser, remaining car parking are meant for the Flat Purchaser of other flats in the said Building. The Flat Purchasers shall be entitled to use car parking, if any, allotted to him only for purpose of parking the Flat Purchaser's own vehicle. The Flat Purchaser is required to park his vehicle in the designated parking bay only.
23. The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.
24. The Developer and/or its nominees or transferees shall be entitled to put up and display any logo, board, hoarding or other display material on the external walls of the said building/s or on the terrace including the parapet wall thereof,

and/or on the said Property or any part thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the Developer are fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said Building or on the said Property, as the case may be and the Flat Purchaser agrees not to object or dispute the same in any manner whatsoever. In such event, the Developer or their nominee(s) including the acquirer of the said site and/or the aforesaid rights from them shall hold and enjoy the said right as Lessees from the said Society subject to payment of lease rent of Rs. 1/- (Rupee one only) per month per site, beside the amount of actual municipal taxes and other expenses directly linked to the said site. In such case, the Developer and/or their Licensees shall be entitled to have free access to the part of the said Property on which such logo, board, hoarding or other display and electric installation provided therefore at any time. The Flat Purchaser herein and the said Society shall not do anything whereby either value of such logo board or hoarding site or the transmission or functioning of such transmission towers shall be impaired or prejudicially affected in any manner whatsoever.

25. The Flat Purchaser further confirms that the Developer and/or his nominees or transferees shall, be entitled to put up Mobile Receiver, Dish Antenna and other such communication equipment and/or allow to be put up hoardings on the said Property or on the said Building or buildings to be constructed thereon and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said buildings or on the said property as the case may be and the Flat Purchaser agrees not to object or dispute the same.
26. If within a period of five years from the date of occupation certificate or handing over possession of the said premises to the Flat Purchaser, whichever is earlier, the Flat Purchaser brings to the notice of the Developer any structural defect in the said Premises or the wing in which the said Premises is situated or any defects on account of workmanship, quality, 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 Flat Purchaser shall be entitled to

receive from the Developer reasonable compensation for such defect. However, if the Flat Purchasers carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developer shall come to an end and the Flat Purchaser alone shall be responsible to rectify such defect or change at his own cost.

27. The Flat Purchaser shall ensure while, carrying out any work in the said Flat that the water proofing treatment given by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Flat Purchaser's said Premises and/or in any other flat, then the Flat Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Developer and/or from the Flat Purchaser of the flat in whose flat there is leakage. If the Flat Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Developer and/or Flat Purchaser of the flat in whose flat there is a leakage shall be entitled to enter the said Flat of the Flat Purchaser and rectify the defect entirely at the costs of the Flat Purchaser.
28. The Developer agrees provide amenities and facilities in the said Premises as well as common area/limited common area and all facilities and amenities of standard quality as per the specification and list of amenities set out in the **Annexure “I”** to this Agreement. The Flat Purchaser confirms that the specifications, fixtures, fittings and amenities mentioned in Annexure “I” hereto are tentative, and are subject to availability of the same. In case of unavailability, the Developer is entitled to give an equivalent product and the Flat Purchaser hereby irrevocably grants his consent to the same.
29. The Flat Purchaser shall have no claim on the said Property, save and except in respect of the said Premises agreed to be sold to the Flat Purchaser in the said Building. It is expressly agreed by and between the parties that the Flat Purchaser shall share the Common areas and facilities provided by the Developer and facilities appurtenant to the said Premises with the other occupants of the said building.

30. The Flat Purchasers confirms having received from the Developer full, free and complete inspection of documents of title, plans, and all other particulars in respect of the said Property. The Flat Purchaser further confirms that he has entered into this Agreement after inspecting and verifying the aforesaid documents and after duly satisfying himself about the nature of title, plans, details and all other information relating to the said project, the said Premises and the said Building. The Flat Purchaser confirms that notwithstanding anything mentioned in any advertisement, publicity, brochure or any other material that might have been previously issued by the Developer and/or his brokers/marketing agents, the only amenities and facilities that has been agreed to be provided by the Developer in the said Premises and/or the said building is as set out in Annexure "I" herein and the Flat Purchaser has agreed to purchase the said Premises on that basis only. The Flat Purchaser hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity, brochure or any other material and the Developer has agreed to sell the said Premises to the Flat Purchaser on the basis of such assurance only.
31. The Developer shall assist the Flat Purchaser in becoming a member of the said Society in accordance with law. The Flat Purchaser herein shall fully co-operate with the Developer in becoming a member of the said Society, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents to the Developer within seven days of receipt, thereof, time being of the essence.
32. The Flat Purchaser shall observe and perform all bye-laws, rules and regulations that are adopted by the said Society, regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
33. The Flat Purchaser agrees and undertakes not to sell, transfer and assign the said Premises to any other person before becoming a member of the said Society. In case the Flat Purchaser desires to sell or transfer the said Premises before becoming a member of the said Society, he shall be entitled to do so only with

the prior written consent of the Developer herein, such request will be considered only if the Flat Purchaser has paid entire consideration payable by him under this Agreement to the Developer.

34. The Flat Purchaser shall pay/deposit with the Developer the following amounts:
  - (i) Rs. 600/- for the entrance fee, Share Money/ Society Admission fees as well as share application money;
  - (ii) Rs. 25000/- for Society Admission/Donation fee /Corpus Fund;
  - (iii) Rs. 15000/- for legal charges including preparation of this Agreement;
  - (iv) Rs. \_\_\_\_/- for security deposit towards maintenance charges and other outgoings including lease rent;
  - (v) Rs. \_\_\_\_/- for MCGM/ MHADA water, electric charges, Development charges , Other charges & deposit;
  - (vi) Rs.\_\_\_\_/- for Twelve (12) Months advance Maintenance Charges
35. All cost, charges and expenses in connection with preparing all agreements required to be executed by the Developer as well as the entire professional costs of the Solicitors of the Developer, M/s. Purnanand & Company, in preparing and approving all such documents shall be borne and paid by the said Society or proportionately by all the Flat Purchasers in the said Building.
36. Notwithstanding anything contained in this Agreement, the Flat Purchaser hereby agrees to regularly and punctually contribute and pay his proportionate share towards any additional and further costs, charges, expenses, Municipal taxes, all other outgoings etc. in respect of the said Premises and the amenities provided therewith. The Flat Purchaser shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Municipal Corporation of Greater Mumbai and local authorities.
37. The Flat Purchaser for himself with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Developer as follows:
  - (i) That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the **Project Land**, after being given complete inspection of all documents relating to title of the

**Project Land**, including sufficient time to go through this Agreement and all other ancillary documents.

- (ii) That he waives his right to raise any questions or objections to the title of the Developer and of the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Developer.
- (iii) That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

38. The Flat Purchaser for himself with intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby covenant with the Developer as follows:

- (i) Not to make any structural changes or alteration/modification in the said Premises, failing which the obligation of the Developer to repair/rectify any defect of any nature whatsoever, shall cease forthwith.
- (ii) Not to use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said Building or for any illegal or immoral purpose. The Flat Purchaser agree/agrees not to change the user of the said Premises without the prior knowledge and consent in writing of the Developer. It is also expressly agreed that, any unauthorised change of user by the Flat Purchaser shall render this agreement voidable at the instance of the Developer and the Flat Purchaser in such an event shall not be entitled to any right arising out of this Agreement.
- (iii) The Project and the said Building name shall not be changed at any time by the Flat Purchaser or the Organization without the prior written consent of the Developer.
- (iv) Not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the Building. The Flat Purchaser further agrees not to put up grills outside the window of the Premises

agreed to be purchased by him without obtaining the permission of the Developer in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Developer and no other grills.

- (v) Not to install air conditioner compressor or satellite dish on the external façade of the building save and except the services ducts or such other specifically designated area as provided by the Developer for installation of air conditioner compressors and satellite dish.
- (vi) not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the said Premises, the said Building and/or in any part of the Project, without the prior written permission of the Developer and/or the Organization and/or the Apex Body, as the case may be;
- (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 said Building/Flat, save and except in the areas designated for the said purpose;
- (viii) not to keep flower-vase outside the said Building/said Premises on the parapet or chajja or in the common area of the said Building;
- (ix) not to construct/erect any brick or masonry wall/ partition/loft/mezzanine in the said Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;
- (x) Not to use the service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets for any other purpose save and except such servicing only.
- (xi) not to demand partition of the Flat Purchaser interest in the Property, it being expressly agreed, understood and confirmed by the Flat Purchaser that the Flat Purchaser's interest therein is imitable and not to demand any sub-division of the Property or the Project or any part thereof;

- (xii) To maintain the said Premises, at the Flat Purchaser's own cost in good and tenantable condition from, the date of possession, and shall not do or suffer to be done anything in the said Building in which the said Premises are situated, staircase or any passage in the said Building which may be against the rules, regulations or bye-laws of concerned local or any other statutory authority or change, alter or make additions to the said Premises or any part thereof. In case of the negligence of the Flat Purchaser, the Developer shall stand discharged of its liability and the Flat Purchaser shall be responsible of all consequences thereof.
- (xiii) Not to install/construct/erect sintex tank/s or other water storage tank/s in the said Premises;
- (xiv) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said Premises is situated or storing of goods which is objected to by the concerned local or other statutory authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said building including the entrance to the building. The Flat Purchaser on account of negligence or default of his part in this behalf shall be liable for the consequences of such breach.
- (xv) To carry at his own cost all internal repairs to the said Premises and to maintain the said Premises in the same condition, state and order in which it was delivered by the Developer and, the Flat Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned authority/ies. In the event of the Flat Purchaser committing any act of contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned authority.
- (xvi) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make and/or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Building in

which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances hereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the said Premises without prior written permission of the Developer and/or the said Society.

- (xvii) Not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property, Larger Property, adjoining property etc. and the building in which the said Premises is situated.
- (xviii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building in which the Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (xix) Pay to the Developer within 15 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the Premises is situated.
- (xx) 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 on account of change of user of the said Premises by the Flat Purchaser.
- (xi) The Flat Purchaser shall not let, sub-let, transfer, assign or part with the said Premises, interest or benefit of this Agreement or part with the possession and/or personal license, as the case may be, of the said Premises, until handing over possession the said premises to the Flat Purchaser or until membership of Society granted to Flat Purchase or until all the amount payable by the Flat Purchaser to the Developer under this Agreement are fully paid up and only if the Flat Purchaser has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement

and until the Developer has permitted in writing to the Flat Purchaser in that behalf.

(xxii) The Flat Purchaser shall observe and abide by all the rules and regulations framed by the said Society and the additions, alterations and amendments thereof that may be made, from time to time, for the protection and maintenance of the said Building and the said Premises and/or the observance and performance of the Building Rules, Regulations, and Bye-Laws, for the time being, of the concerned authority/authorities.

(xxiii) The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xxiv) The Flat Purchaser and the persons to whom the said Premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Developer and/or the said Society may require for safeguarding the interest of the Developer and/or the other Flat Purchaser in the said Property and shall also observe and perform all the provisions of the Bye-Laws and/or the rules of the said Society and the additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws of the time being of the Municipal Corporation of Greater Mumbai and other local and/or public bodies regarding occupation and use of the said Premises.

(xxv) The Flat Purchaser agrees and undertakes to pay all the outgoings in respect of the said Premises, every month and undertakes to keep the Developer their successor's, assigns and/or administrators indemnified from the same and every part thereof forever.

(xxvi) The Flat Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against (a) all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: the

enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Flat Purchaser in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Flat Purchaser or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Flat Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

These covenants shall be binding and operative on the Flat Purchaser even after the formation of the Organization

39. The Developer shall not be liable to bear or pay any amount by way of contribution like out-goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the said Society in respect of any unsold/un-allotted flats or parking places in the said Property out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developer will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, premises and parking places, if Developer is liable to pay or have paid the same in respect of the flats and/or parking places which are not allotted, sold and disposed off. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the said Society in respect of such unsold or un-allotted flats and/or parking places, then the said Society shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Developer, whether Developer has demanded the same or not.
40. The Developer has raised loan from Reliance Home Finance Ltd. (RHFL) and may take further loan from any bank and/or other institutions for development of the said Property, the Developer has/may create mortgage/charge over the Project Land including the said Premises and/or the cash flow of premises to be constructed on the Project Land to secure loan/advance that may be lent or

advanced by the Bank/Financial Institutions to the Developer. In the event such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Flat Purchaser is to be deposited in a designated account than upon receipt of intimation from the Developer, the Flat Purchaser will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Premises and upon receipt of the entire consideration from the Flat Purchaser, it shall be the duty of the Developer to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Premises.

41. Any delay tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser 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 nor shall the same in any manner prejudice the rights of the Developer.
42. It is expressly agreed by and between the Flat Purchaser and the Developer that all and/or any notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Flat Purchaser Under Certificate of Posting or have them delivered at:

**NAME:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

And to the Developer if sent either by email or post to the Flat Purchaser Under Certificate of Posting or have them delivered at:

Name: Rajshree Associates

Email: rajshree2220@gmail.com

The Flat Purchaser and Developer agree to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Flat Purchaser or the Developer, as the case may be.

43. The Flat Purchaser hereby agrees that in case there are joint-Flat Purchasers, all communications shall be sent by the Developer to the Flat Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Flat Purchaser.
44. The Flat Purchaser hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Flat Purchaser after being fully satisfied has entered into this Agreement.
45. Nothing contained in these presents shall be construed to confer upon the Flat Purchaser any right, title or interest of any kind whatsoever into or over the said Premises or any part or portion thereof, the same to take place only upon receipt of full consideration and all other amounts payable by the Flat Purchaser hereunder and on completion of the said building and the Flat Purchaser being admitted to the said society or formation of new society as the case may be.
46. The Developer shall have a first lien and charge on the said Premises, in respect of all the amounts that may remain unpaid by the Flat Purchaser under the terms and conditions of this Agreement.
47. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the said Premises or of the said property and building or any part thereof. The Flat Purchaser shall have no claim, save and except in respect of the Premises hereby agreed to be sold to them and all open spaces, parking, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Developer.
48. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

49. This Agreement sets forth the entire agreement and understanding between the Flat Purchaser and the Developer and supersedes, cancels and/or merges:
  - (a) All agreements, letter of allotment, negotiations, commitments, writings etc. between the Flat Purchaser and the Developer prior to the date of execution of this agreement;
  - (b) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium;
  - (c) The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement;
  - (d) The Flat Purchaser agrees and acknowledges that the sample flat that may be constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Developer are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Developer under this Agreement;
50. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to the Authority appointed under the provisions of RERA and the rules and regulations framed there under.
51. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid solely by the Flat Purchaser. The Flat Purchaser shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Developer the number and the day on which the same is lodged, sufficiently in advance to enable the Developer within

reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Flat Purchaser.

52. All costs, charges and expenses in connection with preparing, engrossing the lease, stamp and registration charges thereof and all other agreements, assignment deed, transfer deed or any other documents required to be executed by the Developer as well as the entire professional fees of M/s. Purnanand & Co., the Solicitors of the Developer for preparing and approving all, such documents shall be borne and paid by the said Society or proportionately by all the Flat Purchasers of flats in the said Building. The stamp duty and registration charges incidental to this Agreement shall also be borne and paid by the Flat Purchaser. The share of the Flat Purchaser of such cost, charges and expenses shall be paid by him immediately on demand.

The PAN Numbers of the Parties hereto are as under:

<b>Sr. No.</b>	<b>Name of the Party</b>	<b>PAN No.</b>
1	M/s. Rajshree Associates	AAPPS3908J
2.	Mr./Mrs. _____	
3.	Mr./Mrs. _____	
4.	Mr./Mrs. _____	

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year first hereinabove written.

**SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land situated and lying underneath and appurtenant to Building No. 42, Pantnagar, Bearing Survey No.236- A , CTS No.5661 (pt), Village Ghatkopar - Kirol, in the Registration Sub-District of Bandra Bombay Suburban District admeasuring 913.22 Sq. Meter or thereabout and bounded as follows. That is to say :-

On or towards the North by : 40'-00" wide Road & Bldg. No. 44  
On or towards the South by : Bldg. No. 43 and 40  
On or towards the East by : Bldg. No.44 and 43  
On or towards the West by : Bldg. No.40 and 40'-00" wide Road

SIGNED AND DELIVERED by the )  
Within named Developer )  
**Rajshree Associates** )  
Through its Sole Proprietor )  
**Mr. Laxmiechand D Dedhia** )  
in the presence of ..... )  
\_\_\_\_\_)

SIGNED AND DELIVERED by the )  
Within named Flat Purchaser(s) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
in the presence of ..... )  
1) \_\_\_\_\_ )

RECEIVED from the withinnamed )  
purchaser a sum of \_\_\_\_\_/- )  
(₹ \_\_\_\_\_) being the amount )  
of earnest money to be paid by them to us )  
as per these presents details of payment )  
as per separate Receipt No. \_\_\_\_\_, )  
\_\_\_\_\_) ₹ \_\_\_\_\_/-

We say received

**For RAJSHREE ASSOCIATES**

**Witness:**

**Proprietor**