

AGREEMENT FOR SALE

THIS Agreement for Sale is made at Mumbai this Day of, 2016

BETWEEN

RE INFRA PRIVATE LIMITED, a Company Duly registered under the provision of the Companies Act, 1956 and having their registered office at, 3, Gagantara, 73 Pestom Sagar, Road No. 2, Near Shoppers Stop, Chembur, Mumbai – 400089 and corporate office at Sky –Rise Apartment, 1st Floor, A Wing, Plot No. 240, Central Avenue Road, Chembur, Mumbai – 400071, Hereinafter referred to as **“the Promoter/Developer”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and assigns) of the One Part;

AND

_____ and _____, having his/her/their, registered address at _____ hereinafter referred to as **“the Purchaser”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their

heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partners for the time being in the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its administrators, successors and permitted assigns) of the Other Part;

WHEREAS:

- a. The Jay Nalani Co-operative Housing Society Limited ("the owner") is a Housing Society registered under the provisions of Maharashtra Co-operative Housing Society Act 1960 and rule framed there under and bearing registration No. BOM/WM/HSG/(TC)/8592/1999-2000 issued by Dy. Registrar are the owner in respect of all that piece and parcel of land admeasuring 853 sq yards equivalent to 697 sq. mtrs or thereabout situated at Plot No. 560 of Suburban Scheme III, 11TH Road, Sub District III, bearing survey no. 1468 corresponding CTS no. 146 of Chembur Mumbai ("**the said land**") for terms and condition more specifically mentioned therein and more particularly described in **First Schedule** hereunder written. hereto marked and annexed as **Annexure "A"** is a copy of the Property Card and **Annexure "B"** is the city survey plan;
- b. By a Conveyance dated January 5, 1968 lodged with the office of sub registrar under serial no. 25 entered in to between one Mr V Varkey (as Vendor therein) Smt Bhagyam Venkatesh, Smt Lakshmi Murthy and Jaya Sangameshwar as confirming party and Nalini Co-operative Housing Society Limited as Purchaser therein, the Society acquired and purchased the said land on the terms and conditions and for consideration more specifically set out thereunder.
- c. Since then the Nalini Co-operative Housing Society Limited is in exclusive possession and occupation of the said land and had constructed one building consisting of ground and (four) upper floors, consisting of 11 (eleven) flats in total (**the "Building"**). The said land and the said Building for the sake of brevity collectively referred to as the "**said property**".
- d. By an order dated February 11, 2000 passed by Dy. Registrar, co-operative Housing Societies, Nalini Co-operative Housing Society Limited came to be known as Jay Nalini Co-operative Housing Society Limited (the "**Society**"). Accordingly the office

of the Dy. Registrar issued a registration certificate bearing registration No. BOM/WM/HSG/8592/1999-2000.

- e. By a registered Redevelopment Agreement dated June 22, 2011, being registered with sub-registrar of Assurances Kurla No. 3 bearing no. Bandra 13-05155-2011, (the “**Redevelopment Agreement**”) the Society therein as the party of one part and Developer as party of the Other part, the Society granted development rights to Developer in respect of the said property to construct and re-develop the said property by demolishing the existing building and construct new building thereon for their existing member referred to therein and the new purchasers by using the existing Floor Space Index (“**FSI**”) and available benefit of additional FSI by way of Transfer of Development Right (“**TDR**”), including right to authorize the Promoter/Developer to carry out all the development activities on the said property by constructing a building/s by using, utilizing, consuming and dealing with or purchasing/disposing off the transfer of development rights arising therefrom and further conferring upon the Promoter/Developer the right, power, privileges and benefits, including the right to sell the flats/units/premises/garages/parking lots constructed thereon and to enter into Agreement/s with the Purchasers of the flats/units/premises/garages/parking lots etc and for various other terms and conditions and considerations set out therein;
- f. In furtherance to execution of the Redevelopment Agreements with the owners the owners have also executed a Special Power of Attorney dated November 11, 2011. Bearing registration No. 11523, (the “**Power of Attorney**”) registered with Sub-Registrar of Assurances, Kurla – I, for various purposes inter-alia to appear before the collector, MCGM, any other governmental agencies and for all other purposes whenever required for the purpose in connection with the building redevelopment etc;;
- g. The Developers’/Promoters title to develop, construct and sell the said premises on the said land under the Redevelopment Agreements read with the Power of Attorney is certified as clear and marketable by M/s Kunal Mehta vide their title report dated 07/12/2015 copy of which is annexed herewith as **Annexure “C”**.

- h. The Municipal Corporation of Greater Mumbai ("**MCGM**") has sanctioned the plans for construction of a building on the said land and issued Intimation of Disapproval ("**IOD**") bearing no. CE/4609/BPES/AM dated 29/02/2016 and Commencement Certificate ("**CC**") bearing No. CE/4609/BPES/AM dated 29/02/2016. Copies of the IOD and CC are annexed hereto and marked as **Annexure "D" & "E"** respectively.
- i. The Promoter/Developer has through its Architects submitted plans for construction of building/s on the said land to MCGM for approval and sanction and has thereafter appointed M/s JW Consultants Pvt Ltd as structural engineers for preparation of the structural design and drawings of the building/s and the Development shall be under the professional supervision of the Architects and the Structural Engineers of the Building/s. The Promoter/Developer through their Architects have submitted building plans for the construction of the Building/s comprising of Still+ Parking+11 Habitable Floors. On the said land which has been duly sanctioned by the MCGM under the IOD bearing No. CE/4609/BPES/AM. **The MCGM has also granted commencement on _____ with final endorsement of _____.**
- j. In these circumstances the Promoter/Developer became entitled to the said property more particularly described in the **FRIST SCHEDULE** hereunder written and the Promoter/Developer is therefore fully entitled to develop the said property and construct the Building/s thereon in accordance with the plans sanctioned by the MCGM and to sell the said premises.
- k. In accordance with the Plans sanctioned by the MCGM, the Promoter/Developer is developing the said Land more particularly described in **FIRST SCHEDULE** hereto and are constructing thereon the said Building/s to be known as "**JAY NALANI CO-OPERATIVE HOUSING SOCIETY LIMITED**" hereinafter referred to as "the said Building/s" consisting inter-alia of Still + Parking + 11th Habitable Floors.
- l. The Purchaser/s demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Purchaser/s of all the documents of title relating to the said land, the relevant orders, and the plans prepared by the Promoter/ Developers' Architects and all other documents as specified under the

Maharashtra Ownership Premises (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963, hereinafter referred as “the said Act” and the rules framed thereunder.

- m. The Purchaser(s) having perused the documents of title relating to the said land and the building and after being fully informed and satisfied about the same is/are desirous of purchasing the said premises.
- n. At the instructions of the Promoter/Developer M/s R E Infra Pvt Ltd investigated the title of the Promoter/Developer, and their Title Certificate dated 7/12/2015. The Copy of the said Title Certificate is also annexed hereto and marked as **Annexure “F”**.
- o. The Purchaser(s) being desirous of acquiring/purchasing Flat/Unit/Shop bearing No. _____ admeasuring 1150 Sq. ft, carpet area on the _____ floor in the said Building/s being constructed on the said land (hereinafter referred to as “**the said premises**”) has approached the Promoter/Developer and requested the Promoter/Developer to allot to him the said premises **on bare shell basis**. According to the aforesaid request of the Purchaser, the Promoter/Developer agrees to allot to the Purchaser(s), and the Purchaser(s) agrees to acquire from the promoter(s)/Developer the said premises for the consideration and on the terms and conditions hereinafter appearing;
- p. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoter/Developer, and the Purchaser(s) has entered into the present Agreement knowing fully well the scheme of development proposed to be carried out by the Promoter/Developer on the said land which may take time, therefore the Promoter/Developer may require to amend, from time to time, the plans, lay out, design, elevation etc, and the Purchaser(s) has no objection to the Promoter/Developer making such amendments and the same shall not effect the purchasers flat;
- q. Under Section 4 of the said Act, the Developer/Promoter is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents which shall be got

registered within 4 months under the provision(s) of the Indian Registration Act, 1908 by the Purchaser.

r. The List of Annexures attached to this Agreement are stated hereinbelow:-

- i. Annexure "A" Copies of property Register Cards
- ii. Annexure "B" Copies of the City Survey Plan;
- iii. Annexure "C" Copy of the IOD;
- iv. Annexure "D" Copy of the Commencement Certificate;
- v. Annexure "E" Copy of the Title Certificate;
- vi. Annexure "____" Typical Floor Plan;
- vii. Annexure "____" List of Common Amenities;

s. As required by Rule 114 (b) of the Income Tax Rules, the Permanent Amount Numbers of the parties hereto are as follows:-

Promoter/Developer : M/S R E Infra Pvt Ltd (Pan No. AADCR7593R)

Purchaser/s : _____

: _____

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

1. The Recitals, Annexures and Schedules in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the development of the Land, this Agreement shall be read and construed in its entirety.
2. The Promoter/Developer shall construct the said Building comprising of Still+ Parking+ 11 Habitable Floors on the said land more particularly described in the First Schedule hereunder written in accordance with the Plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser(s) with such variations and modifications as the Developer/Promoter may make from time to time. The name of the said Building(s) shall always be "AERA".

3. The Promoter/Developer hereby agrees to observe, perform and comply with all the terms , conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
4. Subject to the terms and conditions herein, the Promoter/Developer hereby agrees to allot/sell to the Purchaser(s) and the Purchaser(s) agrees to accept the allotment/sale from the Developer/Promoter, the said premises being Flat/Unit/garage Premises bearing No. ____ admeasuring ____ **Sq. ft.** carpet area on the ____ floor of the Building known as **“JAY NALANI CO-OPERATIVE HOUSING SOCIETY LIMITED”**, more particularly described in the **Second Schedule** hereunder written at or for the lump sum purchase price of Rs _____ (Rupees Two _____ only) (**“the Consideration”**) together with the benefit of () parking space to be demarcated and delivered to the Purchaser at the time of delivery of possession of the said Flat, which shall be payable by the Purchaser to the Promoter/ Developer in the following manner, time being the essence:
- (i) Rs. _____/- (Rupees _____ Only) constituting (____%) of the consideration on or before the execution of this Agreement by way of earnest money;
- (ii) Rs. _____/- (Rupees _____ Only) constituting (____%) of the consideration on or before the completion of the Plinth of the said Building;
- (iii) Rs. _____/- (Rupees _____ Only) constituting (____%) of the Consideration on or before the completion of the _____ Slab of the said Building;
- (iv) Rs. _____/- (Rupees _____ Only) constituting (____%) of the consideration on or before the completion of the _____ Slab of the said Building;

- (v) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration on or before the completion of
the _____ Slab of the said Building;
- (vi) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration on or before the completion of
the _____ Slab of the said Building;
- (vii) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration on or before the completion of
the _____ Slab of the said Building(s);
- (viii) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration on or before the completion of
the _____ Slab of the said Building;
- (ix) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration on or before the completion of
the _____ Slab of the said Building;
- (x) Rs. _____/- (Rupees _____ Only))
constituting (____%) of the consideration on or before completion of brick
work of the said Building;
- (xi) Rs. _____/- (Rupees _____ Only)
constituting (____%) of the consideration n or before the completion of the
external plaster work of the said Building;

The cheques for the purchase price installments payable under this clause shall be drawn by the Purchaser/s in favour of “_____” through an account payee cheque/Demand draft/ pay order/ wire transfer/ any other instrument drawn and be delivered by the Purchaser to the Developer/Promoter. The consideration shall be payable by the Purchaser to the Developer/Promoter in addition to other amounts payable by the Purchaser including the amounts mentioned in clause 21 and 22 hereafter.

All taxes (whether applicable/payable now or becoming applicable/payable in future) including service tax, VAT etc. shall be borne and paid by the Purchaser(s) alone and the Developer shall be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

5. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment letters, brochures and/or other documents entered into, executed and/or provided.
6. The Purchaser agrees and confirms that the Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default, time for payment of each of the aforesaid installments being of the essence of the contract. An intimation forwarded by the Promoter/Developer to the Purchaser(s) that a particular stage of construction is commenced or completed. It is further agreed that if the Purchaser(s) commits any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement, the Promoter/Developer shall without prejudice to any other rights and remedies that they may have against the Purchaser(s), including right to forfeit the consideration amount and/or terminate and/or put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to the Promoter/Developer interest on all outstanding payment at the rate of ____% per month compounded on monthly rests from the due date till the date of actual payments. The Promoter/Developer will keep Certificate of its Architects Certifying that the Promoter/Developer has carried out/commenced given Item of work and such Certificate will be open for inspection by the Purchaser(s) at the office of the Promoter/Developer and such Certificate shall be valid and binding upon the Purchaser(s) and the Purchaser(s) agree(s) not to dispute the same.
7. Time for the payment of all the amounts including the consideration amount and performance of all the obligations by the Purchaser is the essence of the contract. If the Purchaser fails, neglects and/or is otherwise unable to pay to the Promoter/Developer any of the amount including the consideration amount as mentioned in this Agreement and/or commits breach of any of the terms and conditions of this Agreement then in that event, the Promoter/Developer shall without prejudice to all other rights that the Promoter/Developer may have against the Purchaser either under this Agreement, or in law or otherwise, be entitled to (i) terminate this Agreement and (ii) forfeit and appropriate the following amounts:

- a. A minimum of ____% (____) of the total consideration, or all the losses and/or damages suffered in the sale of the said premises to a new purchaser, whichever is more.

Or

- b. a minimum of ____% (____) of the total consideration value, or all the losses and/or damages suffered in the sale of the said premises to a new purchaser, whichever is more, in case of any broker being paid with respect to the sale of the said premises.

The Promoter/Developer shall refund without interest the balance if any due to the Purchaser only after the said premises is sold and all amounts including consideration amount has been received from the new purchaser(s) in respect of the said premises. However, any profit and all other advantages and benefits arising from the sale of the said premises to a new purchaser(s) shall be to the sole and exclusive credit of the Promoter/Developer and the Promoter/Developer shall be entitled to the said profits and all other advantages and benefits.

8. On Purchaser(s) committing breach of any of the terms and conditions of this Agreement including failing and/or neglecting etc. to pay to the promoter/Developer any of the amount including the consideration amount as mentioned in this Agreement as aforesaid and/or termination of this Agreement for any reason whatsoever, the Purchaser shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter/Developer or against the said premises and the Promoter/Developer shall be entitled to deal with and dispose off the said premises to any other person(s) as they deem fit without any further act or consent of the Purchaser.
9. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said premises only. And such right will accrue to the Purchaser only on the Purchaser making the payment of all the amounts including consideration amount to the Promoter/Developer strictly in accordance with this Agreement and on Purchaser performing and complying with all other terms, conditions, covenants, obligations, undertakings etc. hereof. All

other unsold Flats/Units/Garages premises portions or portions of the said building and also common areas and facilities and also recreation ground, internal roads, open spaces, terrace, the said land etc, shall always be the sole and absolute property of the Promoter/Developer until the completion of the said Building(s) as per the terms and condition of the redevelopment agreement and until the said land along with the building(s) is transferred to the said Society. The Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter/developer to develop the said land and the said building(s) and all other unsold flats/units/garages and car parks and portions or portions of the said property etc., in the manner deemed fit by the Promoter/Developer without any further or other consent or concurrence.

10. It is agreed that there will be only one society in respect of all the Flats/Units/garages premises Purchaser(s) and i.e. the said Society. It is further agreed that promoter/Developer shall cause execution of conveyance in respect of the said Society. Save and except execution of Conveyance in respect of the said Society, the Promoter/Developer shall not be liable, required, responsible and/or obliged to execute conveyance in respect of any other portion of the said land. Such Conveyance in respect of the said society shall be executed by the Promoter/Developer only after the Promoter /Developer has utilized, consumed, loaded etc entire Floor Space Index (FSI) potential, yield of the said land and/or Transfer Of Development (TDR) and only after the Promoter/Developer has completed the construction of the said Building(s) on the said land, and only after promoter/Developer has sold all the premises in the said Society including Open Space and other tenements and only after the Promoter/Developer has received all the amounts and consideration from the purchaser(s) thereof, the Promoter/Developer will take steps to convey the said land and the said building to the said Society and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection on that behalf.

The Promoter/Developer shall sell/allot all flats/units/garages/car parks premises intended to be constructed on the said land with a view ultimately that the Purchaser(s)/ allottees of all the Flats/Units/Garages/Car Parks premises in the said building shall be admitted to the said Society. It is agreed and clarified that the

Promoter/ Developer shall have all the right and be entitled to sell, allot, transfer, lease give, let on leave and license basis and/or otherwise deal with and dispose off the Flats/Units/Garages/ Car Park and all other premises etc. separately and independently and the Purchaser/ allottees of all the Flats/Units/Garages/Car Parks in the said building shall be admitted to the said society.

11. The Purchaser and the person to whom the said premises is permitted to whom the said premises is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter/Developer or the said society may require for safeguarding the interest of the Promoter/ Developer and/or the Purchaser and other Purchaser(s) in the said land.

12. The Promoter/Developer shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoter/Developer will always be entitled to utilize all FSI and/or TDR and/or any other rights, benefits including floating rights which may be available on the said land, as the case may be, and until the entire FSI and/or TDR and/or all other rights, benefits, entitlements including floating rights which may be available on the said land, is duly utilized or consumed or loaded by the Promoter/Developer and until the construction of all the buildings on the said land is completed and until all the Flats/Units/Garages/Parking space premises in the said building are sold/allotted and until all the amounts are received by the Promoter/Developer from the Purchaser(s) in respect of the Flats/Units/Garages/Parking Space premises in the said building is sold/allotted to them, the Promoter/Developer shall not till then be bound and shall not be called upon or required to form any such said organization, and shall not be required to cause execution of conveyance or any other document in respect of the said society, and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. It is agreed, declared and confirmed by and between the parties hereto that it is agreed, declared and confirmed by and between the parties hereto that the Promoter/Developer shall only execute Conveyance in respect of the said building known as the said Society.

13. It is agreed that notwithstanding anything contrary to contents herein, the Promoter/Developer shall be entitled at any time to amend the existing layout and/or

to construct additional building/structures on the said property and/or additional floors on the said building known as the said society being constructed on the said land, even after completion of the said building known as the said society and/or even after execution of the conveyance in respect of the said building known as the said society. All such additions, alterations, additional floor and/or additional wings, building(s) and/or structures shall be the sole property of the developer/Promoter who shall be solely entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter/Developer deems fit. Such additional construction may either be on account of additional FSI and/or TDR that may be available from the said land and/or on account of rights, benefits including floating rights which may be available in respect of the said land or other properties and/or any potential that may be available on account of the amendment in the Development Control Rule or FSI or otherwise or on account of floating rights and all other benefits and rights. The Promoter/Developer shall be entitled to utilize and consume such TDR, FSI or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rule/regulation in force at such relevant time. The Purchaser shall not be entitled to claim any rebate in price or any promoter/Developer making additional construction or any other ground whatsoever. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the promoter/Developer to construct and sell/ allot the said building/structures on the said land and/or additional floor on the said building being constructed on the said land in the manner deemed fit by the Developer/Promoter without any further or other consent or concurrence and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under Section 7 & 7(a) of the said Act or any re-enactment and/or amendment shall be deemed to have complied herewith.

- 14.** The Purchaser(s) hereby expressly consents to the Developer re-designing the building or increasing number of floors, adding building or buildings or ad such other area or areas which the Developer may desire to realign and re-design the Building Known as the said Society in which the Purchaser(s) have agreed to acquire the premises, the Purchaser(s) confirm that the Developer will be entitled to utilize any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available

and/or that may be available in the future advantages etc presently available and/or or that may be available in the future for any reason including on account of change in regulations/law/acts etc in respect of the said land or any part thereof as the case may be, and till all the aforesaid is fully utilized by the Promoter/Developer, and all the Flats/Units/Garages/Car park premises are sold, and the amount or amounts receivable by the Promoter/Developer is/are duly received by the Promoter/Developer and all the obligations required to be carried out by the Purchaser(s) herein and the Purchaser(s) of the premises shall not be called upon or required to form any organizations/condominiums/ associations/societies as the case may be and the Purchaser(s) agree and irrevocably consent not to have any demand or dispute or objection in that behalf.

15. The Promoter/Developer shall, be if the Promoter/Developer so decides, entitled to construct in, over or around or above the terrace of the said Building know as the society any additional area or facility permitted within the rules of the MCGM.

16. The Promoter is in process of registering the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

17. The Purchaser(s) has made inquiries and is satisfied that the title of the Promoter/Developer to the said land is marketable and free from encumbrances and the promoter/Developer is entitled to construct the said buildings thereon and to sell/allot the Flats/Units/garages/Car park premises therein. The Purchaser(s) hereby undertakes not to raise any objection and/or requisition to the title of the Developer/promoter and/or owner to the said land and/or right of the Promoter/Developer to construct the said building(s) thereon and sell/allot the Flats/Units/Garages/Car parks therein.

The common areas and facilities are described in the THIRD SCHEDULE hereunder written. It is agreed that: (a) The Developer shall always be the owner and will have all the rights, title, interest in respect of the said common areas and facilities, and will be entitled to deal with and dispose of the same in such manner as the Developer/Promoter may deem fit; (b) the Purchaser will not have any right,

title, interest etc. in respect of the said common area and facilities; (c) the Purchaser shall only be permitted to use the said common area and facilities on such terms and conditions as may be deemed fit by the Developer/Promoter.

18. The Developer/Promoter shall endeavor to complete the construction of the said Flat/Units/Garages/Car parks premises by providing always that the Developer shall be entitled to further extension of time for completion of the said premises, if the completion of the said building(s) is delayed on account of:

- a. Non-availability of steel, cement, other building material, water or electric supply;
- b. War, Civil Commotion or act of God;
- c. Any notice, order, Judgment, rule, notification of the Government, B.M.C, and/or Public or other Competent Authority or Court, Tribunal;
- d. Police decisions, any other eventuality which is beyond the control of the Promoter/Developer including precarious financial condition of the Promoter/Developer and/or economic downswing in real estate or any other industry;
- e. Any force majeure or viz-majeure;

19. The Purchaser(s) shall make payment of the installments mentioned hereinabove along with all the other amounts as mentioned in clause 21 and 22 below. The Purchaser shall occupy the said premises within 7 day of the Promoter/Developer giving written notice to the purchaser intimating that the said premises is ready for occupation.

20. The Purchaser shall use the said Flat/Units/Garages/Car park premises only for the bonafide purpose for which it has been sold/ allotted.

21. It is agreed that the Purchaser(s) along with other purchaser(s) of the Flat/Units/Car park/ Garage premises shall join the said society. For this purpose the Purchaser shall from time to time sign and execute documents necessary under the Apartment Act or Maharashtra Co-operative societies Act or any other relevant law and for vesting the said premises in the Purchaser(s). Such application shall be duly filled in, signed and returned to the Promoter/Developer within 15 days of the being

forwarded by the Promoter/Developer to the Purchaser(s), so as to enable the Promoter/Developer to do the needful. However the Conveyance will be executed only after the Developer has completed the construction of the building known as the said Society and only after any additional construction of the said building(s) which the Developer/Promoter is or will be entitled to construct by utilizing the additional FSI and/or TDR and/or all other rights, title, interest, benefits etc. and after the Developer has sold/allotted all the Flats/Units/Garages/Car Park premises therein and after all the purchaser(s) have paid to the promoter/Developer all the amounts due under their respective agreements.

22.As part of the transaction contemplated herein, the Purchaser(s) shall, on the Purchase being intimated to occupy the said premises, pay to the promoter inter-alia the following amounts over and above the consideration mention in clause ____ above and all other amount payable by the Purchaser under this Agreement or otherwise. The Promoter/Developer is entitled to retain and appropriate the same to its own account.

Sr No.	Particulars	Amounts(Rs)
1	Development Charges;	
2	Electricity/Water meter deposit Charges;	
3	Legal Charges;	
4	Ancillary Charges;	
	TOTAL	

Promoter/Developer shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity and other bills for the said premises and the Purchaser(s) shall be liable to pay electricity and other bills for the individual meters separately.

23.It is expressly agreed that the Purchaser shall on the Purchaser being intimated to occupy the said premise, pay to the Promoter/Developer inter-alia the following amounts over and above the consideration mentioned in clause ____ above and

the amounts mentioned in clause 21 above. Such amount shall not carry any interest.

Sr No.	Particulars	Amount
1	Proportionate share of Municipal taxes for the premises and proportionate share of outgoings for the premises for the period of ____Months, subject to exception;	
2		
3		
	TOTAL	

The promoter/Developer shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned above in this clause i.e. clause 22. The promoter/Developer is entitled to spend, utilize etc. the aforesaid amount in such manner as to deems fit, and the unspent balance, if any, It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity and other bills for the said premises and the Purchaser shall be liable to pay electricity and other bills for the individual meters separately. It is further exhaustive and the Purchaser agrees to pay to the Promoter/Developer, such other charges as the Promoter/Developer, such other charges as the promoter/Developer may indicate.

24. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in clause 21 and 22 above, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter/Developer. The said amounts shall not carry any interest.

25. All costs, charges and expenses incurred in connection with the said society as well as cost and expenses of preparing, stamping and registering all, deeds, documents required to be executed by the registering all, deeds, documents required to be executed by the Promoter/Developer and by the Purchaser including Stamp Duty, registration charges., etc., payable in respect of such documents., as well as the entire professional costs of the attorneys of the Promoter/Developer for preparing

and approving all such documents shall be born and paid by the Purchaser(s) and the said Society as aforesaid and/or proportionately by all the holders of the said premises and other premises, etc. The Promoter/Developer shall not be liable to contribute anything towards such expenses.

26. The Purchaser(s) shall bear and pay all the amounts payable towards stamp duty, registration charges, service tax, and any present or future taxes as may be applicable and all out-of-pocket expenses on all documents for transfer of the said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's accounts.

27. It is agreed between the promoter/Developer and the Purchaser(s) that the Promoter/Developer(s) shall be entitled to develop the said land more particularly described in the First Schedule hereunder written in phase-wise manner and/or sector-wise manner as the Promoter/Developer may desire. The Promoter/Developer are retaining unto itself full rights for the purpose of providing access or ingress for the said property in the manner deemed fit by the Promoter/Developer and the Purchaser(s) unequivocally consents/agree(s) not to raise any objection or dispute as regards the same now or any time in the future.

It is agreed between the Promoter/Developer and the Purchaser that the Developer shall be entitled time to time and at all times to make necessary amendments or as may be sanctioned by MCGM in respect of the said land to utilize FSI and/or development rights in respect thereof and for the purpose to submit Plans or proposal as the Promoter/Developer may desire. It is further agreed that the Promoter/Developer in its absolute discretion shall be entitled to locate or provide in the Building on the said land any additional floor or floors and use the same for residential, commercial and/or such other purpose or purposes as the Promoter/Developer may desire without reference or recourse to the Purchaser or the said Society in respect of the said building(s) at the discretion and/or option of the promoter/Developer from time to time.

28. Upon the Purchaser(s) being permitted to enter upon the said premises, he/she/they shall have no claim against the Promoter/Developer as regard the quality of the said building material used for construction of the premises or the

nature of the construction of the said premises or otherwise howsoever, provided that if within a period of One year from the date on which the Purchaser is permitted to enter the said premises, the Purchaser brings to the notice of the Promoter/Developer any defect in the said premises or the material used therein or any unauthorized change in the construction of the said building, then, such defect or unauthorized changes shall be rectified by the Promoter/Developer at its own cost to the reasonable satisfaction of the Purchaser and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser(s) shall be entitled to receive from the Promoter/Developer reasonable compensation for such defect or change as determined by the Competent Authority appointed under the said Act.

- 29.** Commencing immediately after notice in writing is given by the promoter/Developer to all the Purchasers that the said premises is ready for occupation, the Purchaser shall be liable to bear and pay the proportionate share of out goings in respect of the said land and the said building(s) know as the said Society including local taxes, betterment charges is such other levies by the concerned local authority and/or government, water charges, insurance, common lights, lifts, repairs, salaries of clerk, bill collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said society and the said building(s) know as the said society. In addition to all the amounts payable in clause 21 & 22 hereof. It is agreed that if the promoter/Developer so requires, the purchaser shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing/oral is given by the Promoter/Developer to the purchaser till the execution of the conveyance of the said building(s) know as the said society. Amounts paid by the Promoter/Developer on account of outgoings and municipal taxes shall not carry any interest and the Promoter/Developer shall be entitled to spend such amount for the purpose for which the same are collected and the unspent balance shall remain with the Promoter/Developer until the execution of conveyance of the said building know as the said society. Subject to provisions of the said Act after utilization of the amount so collected under clause 21 hereinabove, the Purchaser(S) undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and

outgoings regularly by ____ day of every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate ____% per month (compounded monthly rest) will be charged. The right of the Promoter/Developer to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation etc.

30. It is agreed, confirmed and covenanted by and between the parties hereto that the Promoter/Developer shall have full right and absolute authority and shall be entitled, at any time hereafter to, change, alter and amend the layout, plans, designs, elevation, etc of and/or the said building and/or premises and the Purchaser shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser shall be entitled to not shall he/she/they insist for sub-division of the said land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said building and the Purchaser and/or the said society shall be entitled to consume the same in future.

31. It is further agreed, confirmed and covenanted between the parties hereto that the Purchaser shall not change the user of the said premises and/or make any structural alterations and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said premises and shall not cover or construct anything on the open space, garden area and/or parking space and/or other areas.

32. The Purchaser by himself/herself/themselves with intention to bind all persons into whose hands the said premises and other premises may hereinafter come, even after said building(s) know as the said society along with the underneath land is conveyed in favour of the said society, hereby covenant(s) with the Developer/Promoter as follows:

- a) To maintain the said premises at the Purchaser's own cost in good tenantable repair and condition from the date on which the Purchaser is permitted to use the said premises is given by the Promoter/Developer to the Purchaser and not do or suffer to be done anything in or to the building(s), staircase common area or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority,

change/alter or make addition in or to the building or to the said premises itself or any part thereof;

- b) Not to store anything on the refuge floor nor store any goods in the said premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passage or any other structure of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;
- c) To carry out at his/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter/Developer to the Purchaser and not to do or suffer to be done anything in or to the building or in the same premises which may be against the rule and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay penal charges levied by the authorities;
- d) The Purchaser(s) shall be required to give prior written intimation to the Promoter/Developer before the commencement of any interior work through their Architect by way of submission of Plans. All the Plans submitted by the Architect(s) shall be such that internal and external elevations of the premises and/or the said building(s) remain unaltered/unmodified and such prior intimation is compulsory;
- e) The Purchaser shall install all electrical fixtures and lights as per the guidelines of the said society in order to ensure uniformity efficiency and optimum savings on usage of electricity which would enhance the ambience of the said premises and the building(s);

- f) To install blinds confirming to the colours approved by the Promoter/Developer in order to maintain the elevation of the said building(s) as a whole. In case the Purchaser(s) commits default of this sub-clause, then the Purchaser(s) shall immediately take remedial action by removing the blinds not confirming to the colour approved by the Promoter/Developer and replacing them by the approved colour of blinds and shall also be liable to pay to the Promoter/Developer a penalty of Rs 10,000/- (Rupees Ten Thousand Only) ;
- g) Not to demolish or cause to be demolished the said premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor any alteration in the elevation and outside colour scheme of paint and glass of the building(s) and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect other parts of the said building(s) and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parapets or other structural member in the said premises without the prior written permission of the Promoter/Developer and the concerned local authorities and/or any other public bodies as the case may be. The Purchaser(s) further undertake not to affix any fixtures or grills on the exterior of the building he/she/they shall not be allowed to deface the elevation of the said Building(s). If found that the Purchaser(s) has affixed a grill or fixture on the exterior of his/her/their Flat/units/garages/car park premises, then the Purchaser(s) shall, pay to the Promoter/Developer a penalty of Rs 1,00,000/- (Rupees One Lakhs Only). All such penalties shall be payable by the Purchaser in addition to the cost of rectification for the default committed. The addition to the cost of rectification for the default committed. The obligation of the Purchaser under this sub-clause shall not prejudice or affect any obligation under any other clauses of this Agreement, including but not limited to sub-clause (q) of this clause. In the event the purchase fails to pay penalty and rectify the default of his/her obligation within one month from committing this default at his/her own cost

then the Promoter/Developer through its agent, shall have a right to enter upon the said premises and dismantle at the Purchaser's cost, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement;

- h) 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 said building known as the said Society in which the said premises is situated or any part thereof or whereby any increase in the premium shall be become payable in respect of the insurance;
- i) Not to throw dirt, rubbish, rags, garbage's or other refuse or permit the same to be thrown from the said premises into the compound or the refuge floor or any portion of the said premises and the building(S) in which the said premises is situated or else the Purchaser shall pay to the Developer a penalty of Rs 5,000/- (Rupees Five Thousand Only) on each such occasion, and rectify any damages defaults immediately at his/her own cost;
- j) Pay to the Promoter/Developer within 10 days of demand by the Promoter/Developer, in addition to the amounts collected in clause 21 above, their share of security deposit demanded by any concerned local authority or government, M.C.G.M for giving water or any electric supply company for giving water, or any electric supply company for giving electricity or any other service connection to the said building(s) known as the said society in which the said premises is situated;
- k) 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 Public authority from time to time;
- l) Till the Purchaser has obtained the prior written consent of the Promoter/Developer, the Purchaser shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchasers(s) interest or benefit under this Agreement and/or the said premises. Such transfer shall be only in favour of the transferee as may be approved by the Promoter/Developer and not otherwise;

- m) Shall observe and perform all the rules and regulations which the said society may have framed at its inception or later thereof and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said society and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said society regarding the occupation and use of the said premises in the said society and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- n) Shall not at any time cause or permit any public or private nuisance or use loud speaker etc. in or upon the said premises, the said society or the said building(s) or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter/Developer;
- o) Shall not discharge, dump, leave or burn nor cause or permit the discharge, dumping ,leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said premises and/or the said society nor litter or permit ay littering in the common areas in or around the said premises and/or society;
- p) Shall not do either by himself/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the said society or any part thereof, including the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said society. No damage shall be caused to the electricity poles, cables. Wirings, telephones cables, sewage line, compound gate, or any other facility provided in the said society. If the Purchaser(s) commits default of this sub-clause then the Purchaser(s) shall immediately take remedial action and shall also be liable to pay to the Developer/promoter a penalty of Rs 5,000/- (Rupees Five Thousand Only) on each occasion on which the Purchaser or any person on his/her default commits default of this Sub-clause;

- q) Shall not display at any place in the said society any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the said society or common area therein or in any other place or on the window , doors and corridors of the said society. If the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay penalty of Rs 5,000/- (Rupees Five Thousand Only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this sub-clause.
- r) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building know as the said society or the exterior wall of the said premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, announcement, flag-staff, aerial or any other thing whatsoever save and except the name of the Purchaser(s) in such place only as shall have been previously approved in writing by the Promoter/Developer in accordance with such manner, position and standard design laid down by the Promoter/Developer;
- s) Shall park all vehicles in the allotted/designated parking lots only as may be prescribed by the Promoter/Developer and not at any other place;
- t) Shall not do or permit or suffer to be done anything in or upon the said premises or any part of the said building which is or may, or which in the opinion of the Promoter/Developer 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 the adjoining premises or the neighbourhood provided always that the Promoter/Developer shall not be responsible of any danger, nuisance, annoyance or any interference whatsoever caused by the Occupants of the adjoining Flat/Units/garages/Car park premises of the said society and the Purchaser shall not hold the Promoter/Developer so liable;
- u) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said premises or in or

on the common stairways, corridors and passages ways in and of the said Society.

- v) Shall abide by all rule and regulations framed by the Promoter/Developer or by the said society for the purpose of up-keep of the said society, Promoter/Developer and its surveyors and agents with or without worker men shall at all times have access into and upon the said premises for carrying out repairs and maintenance of the common areas/common utilities of the Building.
- w) Shall not ever and in any manner enclose any area/pocket terrace(s) and other areas to be kept open in any manner including installing any temporary or part shed or enclosed and shall not include the same in the said premises and shall keep the same unenclosed at all times. All the fixtures provided in the pocket terrace shall be maintained as provided and no alteration in design and position of fixtures and their elevation shall be made. In case the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay a penalty of Rs 5,000/- (Rupees Five Thousand Only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this sub-clause. The promoter/Developer shall have right to inspect the said premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser(s) and without payment of any compensation to the Purchaser for such demolition in any manner whatsoever.
- x) Shall not enclose any area now or in future and shall not tamper with the elevation features. The Promoter/Developer shall have the right to inspect the premises and also demolition of any such addition and alteration to the open area affecting the further FSI potential of the Promoter/Developer. Further agree and undertake not to alter/disturb the external facade of the said New Building and further not to fix any grills externally on the window walls i.e. outside the windows and all the internal grills shall be white in colour. The signage or boards affixed by the Developer naming

“_____” and/or “Force Universal” (the “Signages”) in the said New Building shall not be disturbed/altered at all places.

The Promoter/Developer will have irrevocable, unconditional and unfettered right and be entitled to and Purchaser shall permit the Promoter/Developer and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the premises to view and examine the state and conditions thereof.

33. Until all the amounts payable by the Purchaser(s) to the Promoter/Developer are paid and until all the obligations required to be performed by the Purchaser, are performed, nothing contained in this Agreement is intended to be not shall be construed as grant, demise or assignment in law of the said premises in favour of the said Purchaser(s) and the Purchaser(s) shall not have any right, title, interest or claim of any nature whatsoever in respect of the said premises. Further, the Purchaser shall never have any right, title, interest and claim or demand of any nature whatsoever in respect of common area and facilities, internal roads, open spaces, lobbies, staircases, terrace, recreation space etc.,

34. It is expressly agreed that the said society will maintain the lights, common water tanks and water pipelines and water connections and all other common services, benefits, facilities and advantages and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Purchasers of the premises in the said building known as the said society and the Purchaser(s) shall pay proportionate share thereof. The Proportionate share payable by the Purchaser to the Promoter/Developer and the said society as may be determined by the Promoter/Developer and/or the said Society shall be final and binding on the said organization and the Purchaser(s).

35. The Purchaser(s) hereby confirms, covenants and agrees that the Purchaser(s) of the said premises shall be admitted to the said society on being called upon by the Developer/Promoter and subject to paying the necessary payment of premium or any additional charges as fee for share, entrance fees etc and such allottee Purchaser(s) or transferee thereof shall not be discriminated or treated prejudicially by the said society.

- 36.** No forbearance, indulgence or relaxation or inaction by the Promoter/Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any rights under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 37.** Any delay tolerance or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Promoter/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the promoter/Developer.
- 38.** As part of the transaction contemplated herein, it is agreed between the parties hereto that every sale/allotment or transfer of the said premises or any part thereof, the Purchaser and all subsequent third parties shall compulsorily obtain NOC of the Promoter/Developer as it is intended that no individual fir, company likely to be of nuisance value is admitted to the said society.
- 39.** Notwithstanding what is stated herein above, the Promoter/Developer shall not be liable or required to pay any transfer fees/charges and/or any amount compensation whatsoever to the said organization for the sale/allotment or transfer of the unsold premises in the said building known as the said society or the said land even after the execution of conveyance is executed in favour of the said society.
- 40.** The Purchaser(s) hereby expressly agrees and covenants with the Promoter/Developer that in the event of the said building on the said land being not ready for occupation and in the event of the Promoter/Developer offering license to enter upon the said premises to the Purchaser on handing over occupation of the said premises earlier than completion of the said building on the said land then then in that event the Purchaser(s) shall not have any objection to the Promoter/Developer completing the construction of the balance said building or additional floors on the said land without any interference or objection by the

Purchaser. The Purchaser further confirms that he/she/they shall not object or dispute construction of the balance confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wings or wings or additional floor, additional construction or part or parts thereof by the Promoter/Developer on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer/Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wings or wings or building(s) on the said land as they may desire absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser hereby consents to the same time being under any law as applicable and for the time being in force.

41. Notwithstanding anything contained contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter/Developer) and notwithstanding the said developer/Promoter giving any no objection/permission for mortgaging the said premises or creating any charge or lien on the said premises and notwithstanding the mortgages/charges/lien of or on the said premises and all the rights, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoter/Developer under this Agreement or otherwise.

42. Notwithstanding anything contained herein, it is agreed between the parties hereto that the purchaser shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes including service tax etc payable in respect of the transaction contemplated herein.

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

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

- If personally delivery, at the time of delivery
- If sent by courier, registered post A.D. or by Fax, Email at the time of delivery thereof to the person receiving the same.

45. The Purchaser(s) hereby declares that he has gone through this Agreement and all the documents related to the said land and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Being description of the said land)

ALL THAT piece or parcel of land admeasuring 853 sq yards equivalent to 697 sq mtrs or thereabout situated at Plot No. 560 of Suburban Scheme III, 11TH Road, Sub District III, bearing survey no. 1468 corresponding CTS no. 146 of Chembur Mumbai bounded as follows, that is to say:-

- On or towards the NORTH : Eleventh Road.
- On or towards EAST : Plot No. 559
- On or towards WEST : Plot No. 561
- On or towards the SOUTH : Plot No. 240-241

THE SECOND SCHEDULE ABOVE REFERRED TO:

THE THIRD SCHEDULE ABOVE REFERRED TO:

SIGNED AND DELIVER By)
the withinnamed)
“Promoter/Developer”)
RE Infra Pvt Ltd)
Through their Director)
Mr _____)
In the presence of)
SIGNED AND DELIVERED By)
The withinnamed)
“Purchaser(s)”)
Mr _____)
In the presence of)

WITNESS

1.

2.

PRIVILEGED & CONFIDENTIAL