

AGREEMENT

This Agreement (**"Agreement"**) is made and entered into at Mira-Bhayandar, Dist. Thane, on this ____ day of _____, **202**__, BY AND BETWEEN;

M/s. Ritu Corp., [Pan No. ABGFR6203F] a Partnership Firm incorporated under the provision of the Partnership Act, 1932, having its registered office address at Shop No. 23-24, Pushpa Niketan, Behind Maxus Mall, Bhayandar (West), Dist. Thane- 401101, through its authorized Partner Mr. Rajaram Nekaram Bhati, hereinafter for the sake of brevity referred to as **"THE PROMOTER"**, (which expression shall unless it be repugnant to the context or meaning thereof, would mean and deemed to mean and include the said partnership firm, partners constituting the said firm for the time being and its Partners from time to time and their survivor/s, successors, representatives, executors, administrators and assigns) Party of the ONE PART.

AND

having his/her/their address at _____

_____, hereinafter for the sake of brevity referred to as **"THE ALLOTTEE/S"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, **in case of individual or individuals**, his/her/their legal heirs, executors, administrators and assigns/ **in case of body corporate**, its successors and assigns/in case of partnership, the such firm, the partners constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and assigns/ **in case of Hindu Undivided Family**, the co-parceners of the such HUF, for the time being and from time to time, their survivors from time to

time and their respective legal heirs, administrators, executors and assigns/
in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, executors, administrators and assigns of the last survivor of them) Party of the OTHER PART.

Note: The term Allottee shall denote and connote the following meanings:-

- i) Singular number and plural numbers;
- ii) Masculine gender, feminine gender and neutral genders.

WHEREAS:-

- a) The said co-owners namely 1) Shri. Ramakant Mahadeo Kadam, 2) Shri. Babuda Mahadeo Kadam, 3) Smt. Suman Viswanath Kadam and 4) Smt. Rekha Ramakant Kadam, became equal owners of 25% undivided shares each and their name was recorded in the revenue records vide mutation No. 6601 dated 30/04/2012 for all that piece and parcel of the lands bearing 1) Old Survey No. 566, New Survey No. 219. Hissa No.1 B, admeasuring 1110 Sq. meters and 2) Old Survey No.565, New Survey No. 220, Hissa No. 3, admeasuring 9410 Sq. meters, both situate at Village Bhayandar, Taluka and District Thane, within the limits of Mira Bhayandar Municipal Corporation (MBMC), hereinafter to be referred to as **“the said larger Property”** more particularly mentioned in the First Schedule written hereinunder and delineated with thick black coloured boundary line on the Plan annexed hereto and marked as **Annexure “1”** and copy of the 7/12 extract are annexed hereto and marked as **Annexure “2” Colly.**
- b) AND WHEREAS, by and under a Deed of Family Arrangement dated 24.12.2014 executed between the said co-owners i.e., 1) Shri. Ramakant Mahadeo Kadam, 2) Smt. Rekha Ramakant Kadam, 3) Shri. Babuda Mahadeo Kadam and 4) Smt. Suman Vishwanath Kadam, each of them acquired 25% of the undivided land and building FSI were divided as per their ratio in the said larger property along with building structure for development of the said larger property in respect to permission granted by the Mira-Bhayandar Municipal Corporation and sanctioned layout plan of the said property vide V.P. No. MB/MNP/NR/2160/2014-15 dated

13.11.2014.

- c) AND WHEREAS, by and under an Agreement dated 03.03.2017, bearing document No. TNN-4-761-2017, 1) Shri. Ramakant Mahadeo Kadam, 2) Smt. Rekha Ramakant Kadam, 3) Shri. Babuda Mahadeo Kadam and 4) Smt. Suman Vishwanath Kadam, handed over an area admeasuring 689.12 Sq. meters falling under D.P. Road out of the said land bearing Old Survey No. 565, New Survey No. 220, Hissa No. 3 area admeasuring 9410 sq. meters, Village- Bhayandar, Taluka & District. Thane, in favour of Mira-Bhayandar Municipal Corporation.
- d) Meanwhile, in the said larger property, Mr. Babuda Kadam had transferred the Bungalow No. 1 to his son Mr. Abhishek Babuda Kadam, vide Gift Deed dated 28th March, 2023 admeasuring 360.80 Sq. mtr F.S.I bearing document No. TNN-4 -5296-2023 on the Land Bearing Old Survey No.566, New Survey No.219, Hissa No.1 B, Old Survey No.565, New Survey No. 220, Hissa No.3, situate at Village Bhayandar, Taluka and District Thane.
- e) Furthermore, Vide Development Agreement dated 13th April, 2023 bearing registered document Serial No. TNN-7-7134-2023 executed between Mr. Babuda Kadam through its constituted Attorney Mr. Abhishek Babuda Kadam called as "Owner / Vendor" of the First Part therein in favour of M/s. Ritu Corp. Through its partner Mr. Rajaram Nekaram Bhati for development rights of earlier Old Building No. 1, on the land Bearing Old Survey No. 566, New Survey No. 219. Hissa No.1 B. and Old Survey No.565, New Survey No.220, Hissa No.3, for the approx. F.S.I. of 7731.90. Sq. Mtrs, situate at Village Bhayandar, Taluka and District Thane and in pursuant to the said Development Agreement the parties also executed Irrevocable Power of Attorney bearing registered document Serial No. TNN-7-7521-2023.
- f) Thereafter, the Mira-Bhayandar Municipal Corporation has sanctioned the new layout plan as per UDCPR of the said property vide Building Permit No. 207375, Permit No. MBMC/B/2023/APL/00149 and Proposal Code MBMC-23-62855 dated 03.11.2023 consist of Building No. 1, 2 and 3 and Bungalow No. 1, 2 and 3 respectively, hereinafter to be referred as "the said Commencement Certificate", hereto annexed and marked as **Annexure**

“_____”.

- g) AND WHEREAS, by and under a Supplementary Deed of Family Arrangement dated 06th August, 2024 executed between Mr. Ashish Ramakant Kadam, Smt. Rekha Ramakant Kadam, Shri. Babuda Mahadeo Kadam and Smt. Suman Vishwanath Kadam, the co-owners of the said Property and they mutually agreed to construct respective building/s as per their apportionment area share in the said property for a **project to be known as ‘Narmada Lifestyle’**.
- h) AND WHEREAS, the Promoter has also obtained the NA permission from the Collector Office of Thane for the said larger land layout and copy of the said orders are annexed herein as **Annexure-_____ - Colly**.
- i) AND WHEREAS, the Promoter being entitled to the development of the said larger property and having full rights to develop the said plot inter-alia by constructing new building/s thereon. The building/s to be constructed by the utilization of the full and maximum development potential (both present and future) of the said larger property for the **Project named as “Narmada Lifestyle”** wherein the **Building No. 1, i.e., named as “Tirupati Ritu Empire”** consisting of Ground Floor / Stilt Ground + 1st Floor Office + Part Podium + 2nd Podium Floor + 3rd to 11th upper floors (proposed upto 33rd Upper Floors and _____ Floor as amenities / Recreational Floor) and Terrace Floor to be constructed and developed by the Promoter on their respective proportional share of the appurtenant land forming portion of the said Larger property layout, i.e., hereinafter the said Building No. 1 to be referred as **“the said Building No. 1”** more particularly marked in Black colour boundary line in the table plan attached herein and marked as Annexure-1, hereinafter to be referred as **[“the said Plot”]** respectively and [the said RERA PROJECT under this Agreement] and registered as a Real Estate Project in the name of **“Narmada Lifestyle” (“the said Real Estate Project”)** with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on

website) Rules, 2017 ("RERA Rules"), modified from time to time. The Authority has duly issued the Certificate of Registration No. **P517000**_____ dated **31/___/20**_____ for the Real Estate Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure- "_____"** hereto.

- j) **AND WHEREAS**, the Promoter do hereby declare and record they are absolutely entitled to the Development rights in the said larger property layout and the said plot and solely entitled to deal with the area forming portion of the said plot and Building No. 1 to be constructed on the said Larger Property Layout, on what is known as "OWNERSHIP BASIS", directly in favour of prospective allottees and also enter into agreements and also receive consideration directly.
- k) **AND WHEREAS**, the Promoter have already commenced the civil work and other development and construction work of the said Building No. 1, to be constructed on the Project Land.
- l) **AND WHEREAS**, the copy of the certificate of Title, issued by the advocate of the Promoter, i.e., Marlecha & Associates by Adv. Anilkumar Marlecha & others, which is as per the authenticated copy of the same is annexed hereto and marked as **Annexure – _____**.
- m) **AND WHEREAS**, the Promoter has appointed **an Architect Tej's Consultant** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- n) **AND WHEREAS**, the Promoter has appointed a **structural Engineer Tushar Sali & Associates** for the preparation of the structural design and drawings of the said building No. 1 and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said building No. 1 alongwith RCC consultant PTP Point to Point.
- o) **AND WHEREAS**, by virtue of the Development Agreement the Promoter has sole and exclusive rights for the said Rera Project and further to sell the

Apartment/s or Unit/s in the said building No. 1 to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments / units to receive the sale consideration in respect thereof;

- p) **AND WHEREAS**, on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **Promoter's Architects - Tej's Consultant** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- q) **AND WHEREAS**, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter i.e., Marlecha & Associates, Advocate Anilkumar Marlecha, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the said Building No. 1 / Apartments are constructed or to be constructed have been annexed hereto.
- r) **AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure - _____;
- s) **AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building No. 1 and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure - _____;
- t) **AND WHEREAS**, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure- _____;

- u) **AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building No. 1 and shall obtain the balance approvals from various authorities from time to time, so as to obtain full Occupancy Certificate of the said Building No. 1;
- v) **AND WHEREAS**, 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 Promoter while developing the project land and the said building No.1 and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building No.1 shall be granted by the concerned local authority;
- w) **AND WHEREAS**, the Promoter has accordingly commenced construction of the said building No.1 in accordance with the said proposed plans;
- x) **AND WHEREAS**, the Allottee has applied to the Promoter for the allotment of premises, being Shop / Office / Flat No. _____, on _____ Floor, in the Building No. 1, named as **“Ritu Tirupati Empire”**, in the project named as **“Narmada Lifestyle”** to be constructed on the Project Land; (hereinafter to be referred to as **“the said Apartment”** under this Agreement.
- y) **AND WHEREAS**, the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- z) **AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing

hereinafter;

- aa) **AND WHEREAS**, while sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- bb) Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained/being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.
- cc) The Parties on conducting own due diligence upto their satisfaction and further relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- dd) The Allottee/s is/are aware that the marketing collaterals provided by the Promoter to the Allottee/s in respect of the said Real Estate Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis, The Allottee/s undertakes not to raise any objections with respect to any difference in the said Real Estate Project from such marketing collaterals;
- ee) Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said apartment Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said construction on the Said plot, and

such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the nature and development on the Said plot as proposed by the Promoter and disclosed in the said Disclosed Layout; and (iii) the approvals and permissions (including Commencement Certificate and revised commencement certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused, read and understood the terms and conditions of this Agreement and is/are signing this Agreement out of free will as also under legal advice and that the terms and conditions mentioned herein are not arbitrary or one sided.

ff) The Allottee has paid to the Promoter, a sum of Rs. _____ (Rupees _____

Only) on or before execution of these presents, towards the consideration of the premises to be allotted by the Promoter to the Allottee, as token/earnest money/application fee or part payment of the consideration and the payment and receipt whereof, the Promoter do hereby admit, confirm and acknowledge and the balance/remaining consideration shall be paid as provided hereunder.

gg) As per the provisions of Section 13 of the Said Act, the Promoter are required to execute a written Agreement For Sale in respect of the premises to be allotted to the Allottee and also register the same, as per the provisions of The Registration Act, 1908 and accordingly the parties hereto are entering into these presents, in the manner as appearing hereunder, which have been mutually agreed to by and between the parties hereto:-

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

All the recitals made hereinabove along with the Schedules and the Annexures hereto, shall form and become an integral part and parcels of

this agreement, as if, the same are incorporated in the body of these presents and shall be read accordingly.

1. The Promoter are constructing building No. 1 of the Project named as "Narmada Lifestyle" wherein the Building No. 1, i.e., named as "Ritu Tirupati Empire" consisting of Ground Floor / Stilt Ground + 1st Floor Office + Part Podium + 2nd Podium Floor + 3rd to 11th upper floors (proposed upto 33rd Upper Floors and _____ Floor as amenities / Recreational Floor) and Terrace Floor, more particularly on the said Project Land, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and also by the Allottee.

PROVIDED THAT the Promoter have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Apartment Premises of the Allottee/s only, save and except any alteration or addition required by any Government authorities and/or by the Chief Fire Officer with respect to regulations for High Rise Building if applicable, or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this Clause shall mean a change in the location of the said Apartment Premises within the Real Estate Project. Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, as per Sec 14(2) of the MAHA RERA Act.

1.(a)

- (i) The Allottee hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment / Shop / Office / Flat No. _____, on _____ Floor, in the Building No. 1, Project named as "Narmada Lifestyle" wherein the Building No. 1, i.e., named as "Ritu Tirupati Empire" admeasuring _____ sq. mtrs. Rera Carpet area i.e., equivalent to _____ Sq. Ft. Rera Carpet area along with Open / enclosed Balcony admeasuring _____ Sq. meters, i.e., equivalent to _____ Sq. Ft Carpet, [total area _____ Sq. meters i.e., equivalent to _____ Sq. Ft] to be constructed on the Project Land, (hereinafter referred to as "the

said Premises / Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure-** _____ for the consideration of Rs. _____ including Rs. _____ and more particularly described in the Third Schedule written hereunder, for a consideration of Rs. _____ (Rupees _____)

being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell / allot to the Allottee, car parking space at stilt / mechanical / stack / Podium car parking, one (____) unit bearing No. _____ level admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance as per Sanctioned Plan, forming part of the Said building No. 1 (and/or larger layout for all buildings No. 2 & 3), for the consideration of Rs. _____ /- (Rupees _____ Only).

1(b) The total aggregate consideration amount for the said Apartment Premises / apartment including car parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account, Bank, _____ Branch having IFS Code _____ situated at same bank, _____.

In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated

Transaction Bank Account having Account No. _____ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner and more particularly as mentioned in the payment schedule attached and annexed herein:-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building no. 1 in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building No. 1 in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- vi. Amount of Rs...../- () (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building No. 1 in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building

No. 1 in which the said Apartment is located.

viii. Balance Amount of Rs. _____ /-(_____)
against and at the time of handing over of the possession of the Apartment
to the Allottee on or after receipt of occupancy certificate or completion
certificate.

1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by
the Promoter by way of Value Added Tax, Service Tax, and Cess or any other
similar taxes which may be levied, in connection with the construction of and
carrying out the Project payable by the Promoter) up to the date of handing
over the possession of the [Apartment].

1 (e) The Total Price is escalation-free, save and except escalations/increases,
due to increase on account of development charges payable to the
competent authority and/or any other increase in charges which may be
levied or imposed by the competent authority Local Bodies/Government
from time to time. The Promoter undertakes and agrees that while raising
a demand on the Allottee for increase in development charges, cost, or
levies imposed by the competent authorities etc., the Promoter shall
enclose the said notification /order / rule/ regulation published / issued in
that behalf to that effect along with the demand letter being issued to the
Allottee, which shall only be applicable on subsequent payments.

1 (f) The Promoter may allow, in its sole discretion, a rebate for early payments
of equal instalments payable by the Allottee by discounting such early
payments @ ____% per annum for the period by which the respective
instalment has been preponed. The provision for allowing rebate and such
rate of rebate shall not be subject to any revision/withdrawal, once granted
to an Allottee by the Promoter.

1 (g) The Promoter shall confirm the final carpet area that has been allotted to
the Allottee after the construction of the building is complete and the
occupancy certificate is granted by the competent authority, by furnishing
details of the changes, if any, in the carpet area, subject to a variation cap

of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of floors in case of multi-storied building as mentioned in the payment schedule attached and annexed herein.

- 2.1 The Promoter 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 authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and

meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at

his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in schedule written hereinunder.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of _____, 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of

building in which the Apartment is to be situated is delayed on account of:-

- (i) **war, civil commotion or act of God;**
- (ii) **any notice, order, rule, notification of the Government and/or other public or competent authority/court.**

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s), to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision

of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- a) Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottee/s in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs/ redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project.
- b) Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment Premises and in specific the structure of the said Apartment Premises / Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the pantry, bathroom and toilet which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:
- c) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the

said Apartment Premises / Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

- d) That, it shall be the responsibility of the Allottee/s to maintain the said Apartment Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment Premises are regularly filled with white cement/epoxy to prevent water seepage;
- e) That, further where the manufacturer's warranty on any product/ amenity provided in the said Apartment Premises/Real Estate Project and/or the Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment Premises / Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers / Allottee/s shall ensure that annual maintenance contracts are done/renewed from time to time; Further the Allottee(s) confirm that they understand that equipment/ systems/ appliances as mentioned in the list of amenities are not the manufactured by Promoter and these systems of equipment / systems/ appliances. The Promoter does not warrant or guarantee or replacement for the use, performance or otherwise of these equipment / systems / appliances.
- f) That, the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/ manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Apartment Premises and the common project facilities wherever applicable as per AMC from time to time by Promoter and thereafter by Society. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
- g) That, the Allottee/s has been made aware and that the Allottee/s expressly

agree/s that the regular wear and tear of the said Apartment Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and not for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle and not for commercial vehicles.
9. The Allottee along with other allottee(s)s of Apartments in the building No. 1 shall join in forming and registering the Society or Association or a Limited Company alongwith Building No. 2 & 3 and Bungalows No. 1, 2 & 3 purchaser/s as the Promoter may decide alongwith the other Developers and Landowners and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company or association and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
- 9.1 Within three months upon 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project of Building No. 1 respectively being registered by the respective Allottees and the Promoter have received the full consideration for the said 51% sold units/premises, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s along with the other allottees of units/premises in the Real Estate Project under the provisions of

the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and further to conveyance the title of the appurtenant land and structure of the said Building No. 1 in favor of the society and common areas in favor of the Federation / Association (of the all three Buildings i.e., No. 1, 2 & 3 and also Bungalow No. 1, 2 & 3) within three months from receipt of full Occupation Certificate or Building/s completion certificate whichever is earlier of all the Buildings under the said entire project along with other buildings in larger layout.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building No.1 namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building No. 1 is executed in favor of the society or a limited company or association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building No. 1 the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company or association, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (iv) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (v) Rs._____for deposits of electrical receiving and Sub Station provided inLayout.
11. The Allottee shall pay to the Promoter a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation or association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the structure of the respective buildings, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building No. 1 and common area for the association of the said buildings and bungalows. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body / Association or Federation on such conveyance or any document or instrument of transfer in respect of

the structure of the said land to be executed in favor of the Apex Body or Federation or Association.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the Development Rights on the said project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the said Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or said Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building No. 1 are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building No. 1 shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Buildings, bungalows and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees in the said buildings and bungalows and appurtenant land to the society of the said building No. 1 only;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the said Project.

14. **The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -**

a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building No. 1 in

which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building No. 1 in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building No. 1 in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building No. 1 in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building No. 1 in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building No. 1 in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building No. 1 in which the Apartment is situated and shall not chisel or

in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building No. 1 in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building No. 1 in which the Apartment is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building No. 1 in which the Apartment is situated.
- h) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building, common areas and the Apartments therein and for the observance and performance of the Buildings Rules, Regulations and Bye-laws for the time

being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building No. 1 and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building No. 1 in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building No. 1 or any part thereof to view and examine the state and condition thereof.
- l) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- m) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building No. 1 or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building No. 1 is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- n) He is fully aware of the fact that the local development authority viz:- Mira Bhayandar Municipal Corporation, is not sanctioning water connections to the new buildings and therefore they shall make alternate arrangements for pipe water to the Said Apartment Premises and/or the said Building No. 1 at his/her own costs, expenses and charges and further that the Promoter shall not be under obligation to provide municipal water to the Said Apartment Premises.

- o) That the Allottee/s hereby agree/s and confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority and/or the local development authority not releasing water connections to the new Buildings. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied either by tanker/s or any other means. The cost of the same shall be charged to the Maintenance account of the Allottee/s managed by the Promoter and the Allottee/s confirms their acceptance of the same. The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on estimated basis and the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter, the Promoter shall raise a quarterly invoice for replenishment of the monthly Maintenance charges to be paid by the Allottee/s to the Promoter. The Allottee/s confirm/s to pay such further Maintenance as and when the invoice for the same is raised by the Promoter.
- p) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities/Larger Development Amenities.
- q) Not to change the user of the said Apartment Premises without the prior written permission of the Promoter and the Society.
- r) The Allottee/s is /are aware that the Promoter are developing the said building No. 1 on the said project land and therefore the open space, reservations, recreational grounds for the common use of all the Allottee/s of the said other Buildings and bungalows. The Allottee/s are further aware that all the emergency Fire exit and pathways / walkways / channel fence as shown in the layout plan shall be used by all the Allottee/s of the Occupants under the said Building No. 1 and such other buildings and bungalows in the said larger land layout as agreed under association (if any) formed.
- s) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and

license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Apartment Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Apartment Premises and/or his/ her / its/ their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, of Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

- t) The Allottee/s further confirm/s and agree/s that the Promoter shall be entitled to carry out the remaining construction of the upper floors of the said building No. 1, if the same is not completed till then, then in such event the Allottee/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Allottee/s due to the ongoing work, if any. The Allottee/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.
- u) After possession of the said Apartment Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Apartment Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.
- v) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Apartment Premises on lease and/or leave and license basis, prior to society formation, in such event, the Allottee/s shall be required to obtain the prior written permission of the Promoter before execution of any such lease and/or leave and license arrangement.
- w) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection

and maintenance of the Real Estate Project and the said Apartment Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society with respect to the occupancy and use of the said Apartment Premises in the Real Estate Project and/or the Car Parking Space, if any, within this Real Estate Project or otherwise, wherever allocated by the Promoter at its sole discretion, and shall pay and contribute regularly and punctually towards the taxes, expenses, AMC or other outgoings in accordance with the terms of this Agreement.

- x) The Promoter shall be entitled to formally name/re-name Real Estate Projects at a later date and such name shall not be changed by the Allottee/s and/or the Society. That the Promoter may add his brand and logo as suffix before or after the project name and same will not be removed by the allottee or society at any point of time and further the Promoter shall be entitled to enter upon anytime to repair, maintain and replace the said branding during the lifetime of the said building No. 1 and also to use the separate electric meter and pay all charges and taxes for the same to the local authority, however the Society / Federation shall not be entitled to charge any amount or rent or taxes in any manner for the said branding / logo of the Promoter nor they can remove the same under any circumstances without prior written permission of the Promoter.
- y) The Allottee/s, along with any and all allottees of the units/premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Apartment Premises shall contain the amenities within it as set out in the Second Schedule hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Apartment Premises or in the Real Estate Project.

z) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Flat Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Apartment Premises and hand over the said Apartment Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s. Further the Promoter may permit Fit-Out Possession, provided the Purchaser(s) / Allottee/s has fulfilled all obligations under this Agreement and paid the full consideration. Entry for interior work prior to the Possession Date requires execution of an indemnity bond. Such permission does not confer any right, title, or interest in the said Apartment. The Purchaser(s) / Allottee/s must ensure that interior work supports the Promoter's efforts to obtain necessary approvals and must not damage the Building No. 1 or any common areas or other's premises; any damage will be the Purchaser's / Allottee/s responsibility for rectification costs. A Security Deposit will be required to cover expenses related to electricity, water, debris removal, and other direct costs during the interior work, which may be forfeited for default. The Purchaser(s) / Allottee/s must submit detailed drawings for approval before commencing any work. Notably, the payment schedule for the Apartment remains unchanged regardless of whether interior work permission is granted.

aa) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Apartment Premises and the Allottee/s shall not decorate or alter the exterior of the said Apartment Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills

on the exterior of the said Flat Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

bb) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Apartment Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. Outdoor units of air conditioners shall be strictly fixed at the location provided / specified by the Promoter in the Duct area. The Allottee/s shall not install a window / split air-conditioner or use any core cutting or vertical cutting of columns / beams area anywhere else in the said Apartment premises apart from the provision made by the Promoter. If found that the Allottee/s has/have affixed a window / split air conditioner or an outdoor condensing unit which projects other than the specified location for the said Apartment Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/ its/their obligations as mentioned herein.

cc) To keep the sewers, drains and pipes in the said Apartment Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or parris or other structural members in the said Apartment Premises without the prior written permission of the Promoter and/or of the Society.

dd) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Apartment Premises, in accordance with the Second Schedule hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.

- ee) Not to do or permit to be done any renovation / repair within the said Apartment Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Apartment Premises or of any damage caused to the said Apartment Premises or the Real Estate Project or any part thereof on account of such renovation / repair.
- ff) Not to enclose the lobby / floor common passages, if any (by shoe rack / stand), not forming part of the said Apartment Premises without the previous written permission of the Promoter and/or the said Society and of the MBMC and other concerned authorities. In case of such encroachment the allottee shall be liable to remove such encroachment upon intimation, failing to do so shall attract penalty till removal.
- gg) Not to shift or alter the position of, the kitchen, the piped gas system or the toilets which would affect the drainage system in the said Apartment Premises in any manner whatsoever. Not to change the façade or outer look of the Premises/ Real Estate Project.
- hh) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the Real Estate Project and/or the said Building No. 1 or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- ii) To abide by, observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project and the said Apartment Premises therein and for the observance and performance of the building No. 1 rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s

shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Apartment Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

jj) Not to violate and to abide by all the rules and regulations framed by the Promoter / its designated Facility Manager and/or by the said Society, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Larger Development and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment Premises (the "Fit-Out Guidelines").

kk) The Allottee/s agree/s not to do, omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

ll) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Apartment Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Apartment 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 Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Apartment Premises to its original state.

mm) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger

or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the said Larger Land Layout.

nn) Shall not display at any place in the Real Estate Project and/or the said Land any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the said Land or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the said Land.

oo) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Apartment Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

pp) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture work making or any other allied work in the said Apartment Premises. In case if found to be lying in common areas of the Building No. 1 shall attract penalty per day till removal of same.

qq) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Apartment Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging

to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Apartment Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Apartment Premises and/or permanently cover / conceal such areas within the said Apartment Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Apartment Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

rr) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

ss) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other Building/s with the Allottee/s occupying the said Apartment Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavor to minimize the cause of the nuisance or disturbance. This is one of the principals, material and fundamental terms of this Agreement.

tt) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

uu) The Promoter shall be entitled to place, select, decide the sites and put

hoarding / boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers / Allottee/s in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society.

vv) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is transferred to the Society, is fully completed and Complete Occupation Certificate and/or Building Completion Certificate is issued by the MBMC for the said Building.

ww) The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to occupy / reside the Real Estate Project prior to obtaining of either part or whole Occupation Certificate in respect thereof.

xx) The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, allotted alongwith this agreement shall be permitted strictly within the designated car parking spaces within the Real Estate Project and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. In case the Allottee/s voluntary does not opt for Car Parking along with the said Apartment Premises under this agreement, then the Promoter is under no obligation thereafter to provide a car parking to the Allottee/s in the future. The said allotted parking space/s shall be utilized for parking the Purchaser/s' / Allottee/s own light motor vehicle only or members staying in the said Apartment / Apartment and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The

Purchaser/s / Allottee/s acknowledges that Promoter shall provide parking spaces for normal Light Motor Vehicle size and not for large/extra-large size vehicle. Promoter shall not be responsible or liable to Purchaser/s / Allottee/s, in case the Purchaser/s / Allottee/s vehicle doesn't fit in the said allotted parking space.

yy) In order to regulate vehicular movement and discipline within the said Larger Land Layout, the Promoter has abundantly informed, disclosed and clarified to the Allottee/s that Car / Bike stickers shall be provided to the Allottee/s based on the number of car parking spaces allotted to them under this Agreement and it will be mandatory for the car / bike wheelers stickers to be displayed on the vehicle at all given times, without which vehicle access at anyplace within the Real Estate Project and/or the said Project Land shall not be permitted. It is further confirmed and agreed by the Allottee/s that per Apartment premises only ONE (1) bike parking will be provided and further the Allottee/s or their family members shall not be allowed to park bike/two wheelers/Bicycle anywhere in the common space of the entire said Building No. 1 premises or any other place in the said project Land except as provided by the Promoter and/or society as the case may be.

zz) The Promoter may provide, at its sole discretion, car / bike / bicycle parking in the open spaces, subject to approval from the statutory authorities, in the form of stack car parking / conventional / mechanical car parking and/or any other form as they may deem fit anywhere within the Real Estate Project and/or in the said Project Land for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.

aaa) Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including

termination of this Agreement.

bbb) The rights and entitlements of the Allottee(s) under this Agreement are restricted to the right and entitlement to receive the said Apartment Premises, subject to the terms and conditions of this Agreement. Further the Allottee(s) shall at no time demand partition of the said Apartment Premises and/or the said common amenities, road, space of the said Buildings and bungalows common area on the said Project Land and said Larger Land Layout, save and except as marked and separated by the Promoter for their respective building/s.

ccc) Not to store anything in the refuge floor nor store any goods in the said Apartment Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said building No. 1 or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Building No. 1.

ddd) Not to demolish or cause to be demolished the said Apartment Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said building No. 1 and further not to make or cause to make any addition or alteration of whatsoever nature in the said Apartment Premises to ensure in particular support, shelter and protection of other parts of the said building and not to make any structural alteration and/or construct any additional structures, mezzanine floors, additional water tank in balcony, whether temporary or permanent.

eee) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment Premises. The Allottee/labourers/contractors shall be responsible for the removal of debris such as, wood waste, debris, marble pieces or any such wastage material etc. from the said Apartment Premises on a daily basis. Allottee/ labourers/ contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be

accumulated or placed in the common passages, corridors and/or in any area within the said Building No. 1 or said project Land.

fff) 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, in or on the common stairways, refuge areas, corridors and passageways in the said Building No. 1.

ggg) Not to do in any manner, enclose any flower beds/planters/ ledges/ pocket terrace/s/deck and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment Premises and shall keep the same unenclosed at all time.

hhh) Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building, or the exterior wall of the said Apartment Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee(s) in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter at time of possession.

iii) Shall not during the course of fit-out/furnishing the said Apartment Premises do any act, deed, matter or thing resulting in leakage/damage to the said Apartment Premises or other below or adjoining Apartments/premises in the said building or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses within 7 days from the intimation.

jjj) Shall not, in any manner whatsoever, make any structural/internal masonry/dummy flooring/plumbing changes/shoe rack in passage.

kkk) Shall take care not to obstruct/close the drain out points of the aluminum

window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.

III) On completion of the fit-outs of the said Apartment Premises, the Allottee/s shall submit to the Promoter without delay a completion letter stating therein that the fit outs of the said Apartment Premises have been carried out in accordance with the approved plans only.

mmm) In the event that the Purchaser / Allottee/s, after receiving Fit-Out Possession of the Apartment and/or the allotted parking, breaches any provisions or makes unauthorized changes, alterations, or repairs to the Apartment or the Building/s, the Promoter shall have the right to require the Purchaser / Allottee/s to rectify these issues at the Purchaser's / Allottee/s expense and restore the Apartment or the Building to its original condition. If the Purchaser / Allottee/s fails to do so within fourteen (14) days of receiving notice, or fails to reimburse the Promoter upon demand for any costs incurred by the Promoter, the Promoter may, at its sole discretion, choose to condone the Purchaser's / Allottee/s failure to rectify the situation. In this case, the Purchaser / Allottee/s shall be liable to pay the Promoter and/or the Ultimate Organization/Federation a non-compliance charge of ₹50 (Rupees Fifty only) per square foot of the Total Area of the Apartment for each month of delay in restoration or reimbursement. It is clarified that the non-compliance charges are distinct from and in addition to any interest on delayed payments for maintenance or other charges specified in this Agreement. The Promoter reserves the right to terminate this Agreement and forfeit any money paid, as detailed in the default remedies section. The Promoter shall refund the remaining balance to the Purchaser / Allottee/s after necessary deductions, without interest, for any amounts paid. Upon termination of the Agreement, whether or not a refund is issued, the Promoter may sell or dispose of the Apartment at its discretion, without any claim from the Purchaser / Allottee/s regarding the Apartment or the sale price.

nnn) Notwithstanding any provisions herein, the Promoter shall not be liable for any defects or damages to the Apartment or the Building No. 1 arising from negligence, improper maintenance, improper operation, or any changes,

repairs, or alterations made by the Purchaser / Allottee/s. The Promoter's liability and warranties shall cease immediately if the Purchaser / Allottee/s makes any unauthorized changes or repairs without the Promoter's written consent.

ooo) The Purchaser / Allottee/s shall indemnify and hold the Promoter harmless from all actions, proceedings, claims, demands, costs, charges, expenses, and penalties arising from any unauthorized changes, alterations, or repairs made to the Apartment or the Building No. 1.

ppp) The Promoter may complete any portion, floor, tower, or phase of the Building No. 1 and/or Project and grant Fit-Out Possession or possession of Apartment/s to the Purchasers / Allottee/s of such Apartments, as well as obtain part occupation certificates for these areas. The Purchasers / Allottee/s shall not raise any objections in this regard. Should the Purchasers / Allottee/s take Fit-Out Possession or possession of their Apartments in a partially completed section of the Building No. 1 or Project, the Promoter or its agents or contractors may continue the remaining work while the Purchasers / Allottee/s occupy their Apartments. The Purchasers / Allottee/s occupying their Apartments shall not object to, protest, or obstruct the execution of such work on any grounds, including nuisance, annoyance, or claims of rights or easements, such as obstruction of light, air, ventilation, open space, roads, passages, utilities, or open areas. The Purchasers / Allottee/s shall not do anything, directly or indirectly, to prevent the Promoter or its nominees, transferees, or contractors from developing or carrying out construction on the said Project Land.

qqq) The Purchasers / Allottee/s irrevocably agree, confirm, understand, and accept that they shall unconditionally cooperate with the Promoter and any of their nominees, transferees, or contractors until the project's completion. If the Purchasers / Allottee/s occupying their Apartments object to, protest, or obstruct the execution of such work for any reason, it will be deemed a breach of this Agreement. In such an event, the Promoter shall be entitled to charge five times the Building/s Common Area Maintenance (BCAM) and Apartment Common Area Maintenance (FCAM) charges on a monthly basis from the Purchasers / Allottee/s, along with any penalty deemed appropriate by the Promoter for causing a loss of business and time. The Purchasers / Allottee/s shall

be obligated to pay this cost within fourteen (14) days of receiving notification from the Promoter. If the Purchasers / Allottee/s fail to make the payment within this time frame, they shall be liable to pay interest until the amount is fully paid.

rrr) The Promoter shall have right, without any approval of any Purchaser/s / Allottee/s in the Building No. 1 to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extra-ordinary in relation to any unsold Apartment within the Buildings and the Purchaser/s / Allottee/s agrees not to raise objections or make any claims on this account, whatsoever.

sss) The said Apartment shall be used only and strictly for the purpose of residence only and parking space shall be utilized for parking of personal owned car of the Purchaser/s / Allottee/s only, having RC book in their name or in name of members staying in the said Apartment or in occupation of the said Apartment of Building No. 1 and the respective Allottee/s or Occupiers shall use parking strictly of private vehicles only.

ttt) The Purchaser/s or Allottee/s herein shall not be entitled to change the user of the said Apartment and the Parking Space so allotted unless prior written consent/permission from the Promoter (till formation of the Society) is obtained. The Promoter shall be entitled to refuse to grant permission to change the user or may grant subject to such terms and conditions as the Promoter may deem fit and proper. The Promoter will not be bound to give reasons for the same.

uuu) If the Allottee(s) or members of the Allottee(s) family or Interior Designer or Labours or contractor or any servant or guest of the Allottee(s) or any person employed by the Allottee(s) commits default of this above sub-clause from (a) to (ttt) then the Allottee(s) shall immediately take remedial action from the day of intimation or default and shall also become liable to pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) per day each to the Promoter as well as to the affected occupier/s of the said Apartment premises on each occasion on which such default, negligent act or violation or breach of the terms from (a) to (ttt) take place and till the date it is rectify. And further the Promoter shall be free to take the legal action for such breach under the MRTP act and such

other provision of the available legal remedy.

vvv) The Allottee further declare and confirm that in case of any unit of the Promoter are left unsold even after formation of the Society, in such event the Allottee undertake not to demand any transfer charges, premium charges or any other charges from the prospective purchasers of the said unsold unit of the Promoter and further no other charges or maintenance or any non occupancy charges to be levied on the said unsold unit of the Promoter.

www) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee / both, as the case may be, in accordance with the agreed terms of payment by the respective parties to their respective Agent/s.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment/Apartment allotted herein and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its

registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

18. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

20. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 Act or the Rules and Regulations made thereunder 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.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartment/s] in the Project.

22. **FURTHER ASSURANCES:**

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

23. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Dist. Thane.

24. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

25. That all notices to be served on the Allottee and the Promoter as

contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

(Allottee's Address)Notified Email ID:

M/s. Ritu Corp.

Promoter name

(Promoter Address)Notified Email ID:

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

26. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

27. **STAMP DUTY AND REGISTRATION:** - The charges towards stamp duty and Registration fees of this Agreement shall be borne by the allottee alongwith all other actual charges and out of pocket expenses.

28. **DISPUTE RESOLUTION:** -Any dispute between parties shall be settled amicably. Incase of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. **GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane District courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mira Bhayandar, Thane District in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold Larger land Layout

ALL THAT Building No. 1 (**“the Said Building”**) to be constructed on the appurtenant plot on the larger layout of property being hold by the co-owner Shri. Babuda Mahadeo Kadam for his 25% undivided shares, rights, title and interest in the land bearing details as follows;

Old Survey No.	New Survey No.	Hissa No.	Total area of the land	Land handedover to MBMC	25% Share of Babuda Mahadeo Kadam	25% Share of Suman Viswanath Kadam	50% Share of Ashish Ramakant Kadam & Rekha Ramakant Kadam
566	219	1/B	1110 Sq. Meters	----	277.50 Sq. Meters	277.50 Sq. Meters	555.00 Sq. Meters
565	220	3	9410 Sq. Meters	689.12 Sq. meters	2180.22 Sq. meters	2180.22 Sq. meters	4360.44 Sq. Meters
	TOTAL		10520 Sq. Meters	689.12 Sq. meters	2457.72 Sq. meters	2457.72 Sq. meters	4915.44 Sq. Meters

All within the limits of Mira Bhayandar Municipal Corporation and is delineated in black coloured ink in the copy of the Table Plan annexed

hereto and marked as Annexure – 1 and forming part or portion of the said larger land layout which is written hereinabove.

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities for Building No. 1

GENERAL AMENITIES PROVIDED

- **Building with R.C.C. framed.**
- **Vitrified Tiles 2 X 2 in all rooms.**
- **3/4 Section Aluminum, sliding windows.**
- **1 fan point, 1 light point and 1 plug point in living room, bed room and kitchen and 1 light point in bathroom and WC.**
- **The exterior of the building will be painted with Apex weather-shield paint by Asian Paints or equivalent.**
- **2 Passenger and one Service Elevator.**
- **Watchman cabin at main entrance.**
- **Parking**
- **Drivers Room on Ground Floor**
- **Society Office at _____ Floor**

a) Description of the common areas provided:

	Type of common areas provided	Proposed date of occupancy certificate	Proposed date of handover for use	Size/area of the common areas provided
i.	Recreation / Amenities at _____ Floor with _____		31 st December, 20	
li	Society Office at _____ Floor		31 st December, 20	
iii.	Drivers Room on		31 st December,	

	Ground Floor		20	
iv.	Watchman cabin at main entrance.		31 st December, 20	
v.	2 Passenger and one Service Elevator.		31 st December, 20	
vi.	Decorative entrance lobby		31 st December, 20	

b) Facilities/ amenities provided/to be provided within the building including in the common area of the building No. ____:

	Type of facilities/amenities provided	Phase name/ number	Proposed date of Occupancy Certificate	Proposed date of handing over to the society/ common organization	Size/ area of the facilities/ amenities	FSI utilized or free of FSI
i.				31 st December, 20		
ii				31 st December, 20		
iii.				31 st December, 20		
v.				31 st December, 20		

c) Facilities/ amenities provided/to be provided within the Layout and/or

common area of the Layout:

	Type of facilities/amenities provided	Phase name/number	Proposed date of Occupancy Certificate	Proposed date of handing over to the society/common organization	Size/ area of the facilities/amenities	FSI utilized or free of FSI
I	NA					
ii	NA					
iii	NA					

d) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.)provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA				
ii.	NA				
iii.	NA				

e) Details and specifications of the lifts:

	Type Lift (passenger/service/st r etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.				
ii.				
iii.				

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

Apartment / Flat / Shop / Office No. _____, on _____ Floor, in the Building No. 1, in the Project named as Narmada Lifestyle and the Building named as Ritu Tirupati Empire admeasuring _____ sq. mtrs. Rera Carpet area i.e., equivalent to _____ Sq. Ft Rera Carpet area along with Open / enclosed Balcony admeasuring _____ Sq. meters, i.e., equivalent to _____ Sq. Ft Carpet, [total area _____ Sq. meters i.e., equivalent to _____ Sq. Ft] to be constructed on the Project Land, the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell / allot to the Allottee, car parking space at podium / stilt / mechanical car parking one (____) unit bearing No. _____ level admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance as per Sanctioned Plan, forming part of the Said building, as shown in the Floor Plan thereof, which is as per the authenticated copy of the same annexed hereto.

SIGNED, SEALED AND DELIVERED }
BY THE WITHIN NAMED }
“THE DEVELOPER / PROMOTER” }
M/S. RITU CORP. }
PAN NO - _____ }
(through its authorized partner/s) }
SHRI. _____ }

in the presence of }

1. }

2. }

SIGNED SEALED AND DELIVERED }
BY THE WITHIN NAMED “THE ALLOTEE/S” }
1. Shri./Smt./Ms. }
PAN NO. }

2. Shri./Smt./Ms. }
PAN NO. }

in the presence of }

1. }

2. }

RECEIPT

RECEIVED of and from the Allotee/s within named a sum of Rs._____ (Rupees _____) as and by way of earnest money / and other amounts within mentioned to be paid to us as follows:-

Sr.	Bank	Branch	Cash / Cheque No.	Date	Amount (In Rupees)
Total Amount					

WE SAY RECEIVED
M/S. RITU CORP.

(PARTNER/AUTHORISED SIGNATORY)

WITNESSES:

- 1. _____
- 2. _____

List of Annexures

- Annexure “1” : Sanctioned Layout Plan of Said Project**
- Annexure “” : Authenticated Copy of the 7/12 Extract**
- Annexure “3” :**
- Annexure “4” : Copy of the NA (Sanand) Order**
- Annexure “5” : Copy of Commencement Certificate / Building Permit**
- Annexure “6” : Copy of Rera Certificate**
- Annexure “7” : Copy of Title Certificate**
- Annexure “8” : Copy of the Sanctioned Floor Plan of the said Apartment Premises**

