

Proforma of Allotment Letter

Date: _____

To,
Mr. _____,
_____,
_____,
_____,

Sub: Allotment of Flat No. _____ in Wing _____ on the _____ floor of Project known as Dahisar Sumati CHS LTD., of the Project situated on the Plot bearing. CTS No. 811, Lokmanya Tilak Road, Opp. Railway Station, Dahisar (West), Mumbai – 400 068

Dear Sir/Madam,

1. We are developing a Residential Project "**DAHISAR SUMATI**" duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with **the Maharashtra Real Estate Regulatory Authority at Mumbai** bearing registration no _____.
2. We hereby agree to allot you on ownership basis Flat No. in Wing _____ " _____" on the Floor in the residential building named "**DAHISAR SUMATI**" having RERA carpet area admeasuring Square Meters with exclusive balcony area admeasuring _____ Square Meters (hereinafter referred to as the said "**Flat**") for the consideration of Rs. _____/- (Rupees _____ only) and we hereby earmark (_____) open/covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma Agreement for Sale attached herewith
3. The Allottee/s/ Purchaser/s has/ have demanded from the Developer/ Promoter and the Developer/ Promoter has given inspection to the Allottee/s/ Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Developer/ Promoter Architects _____ and of such other documents as are specified under RERA and the rules and regulations made there under including inter alia the following:
 - (I) Title Certificate from _____ dated _____, as per Annexure _____.
 - (II) Property Register Cards, as per Annexure _____
 - (III) All the documents of title relating to the said Free Sale Plot including the said Lease Agreement and all other Documents mentioned in the recital hereinabove.
 - (IV) IOD bearing No CHE/A-4899/BP(WS)/AR OF 2013-2014 dated 26/09/2013 and Commencement Certificate bearing No CHE/A-4899/BP(WS)/AR dated 01/01/2015, as per Annexure _____.
 - (V) All the approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project including the layout plan, Building Plan, Floor Plan.
 - (VI) The copy of the plan of the premises, as per Annexure _____.

4. You have paid us, interest free amount of Rs. _____/-
(Rupees _____ only) (not less than 10% of the total
consideration) as application fee and you shall pay to us the balance amount of Rs. _____/-
(Rupees _____ only) as per the Payment Schedule recorded in "Agreement for Sale".
5. On receipt of 10% of the total consideration we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 10% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.
6. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma Agreement for sale, including timely payment of amounts stated thereunder.
7. You are requested to sign in confirmation of accepting the terms as mentioned in proforma "Agreement for Sale" by subscribing your signature on this letter and copy of this letter.

Your Sincerely,
For Bhatia Builders and Developers Pvt Ltd

Director

First Allottee
Allottee

Second

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Mumbai this _____ day of JULY, 2017 Between **BHATIA BUILDERS & DEVELOPERS PVT LTD**, a Private Limited Company duly incorporated under the Companies Act 1956 having it's Registered office at E/2, Madhav Baug, Jambli Galli, S V Road, Borivali (West), Mumbai 400 092., through it's Director MR. SHARAD B. RAMAIYA, hereinafter referred as the "**DEVELOPER/PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and assigns of the last survivor) of the First Part;

And

_____, having address at _____, hereinafter referred to as the party of the "**PURCHASER/S/ALLOTTEE/S**",(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors,

administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the SECOND PART;

WHEREAS:

- A. By and under a Deed of Conveyance dated 9th July 2007, duly stamped and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR II/05555/2007 on 10th August 2007, executed by and between M/s. R.Y. Tawde & Brothers (therein referred to as the Vendors of the One Part) and Dahisar Sumati CHS Ltd (herein after referred to as the Society and therein referred to as the Purchasers of the other part) the Vendors therein sold transferred and conveyed onto the Purchasers therein all the right title and interest in all that pieces and parcel of land or ground admeasuring 1137 sq. yards equivalent to 950.68 square meters (hereinafter referred to as the "said plot") along with the building standing thereon known as "DAHISAR SUMATI" (hereinafter referred to as "the said building") at 275, Lokmanya Tilak Road, Opp. Railway Station, Dahisar (West), Mumbai - 400 068 bearing C.T.S. No. 811 of village Dahisar, Taluka Borivali within the registration District and Sub-district of Mumbai City and Mumbai Suburban, more particularly described in the First Schedule hereunder written. The said Plot and the said building "DAHISAR SUMATI" standing thereon are hereinafter collectively referred to as "the said property";
- B. The said property falls partly in residential i.e. "R" Zone and partly in commercial zone "C-1";
 - I) The said property is affected by internal access road belonging to M/s. R. Y. Tawde & Bro. admeasuring 395.52 sq. meters and the setback area for widening of 18.3 sq. meters wide Lokmanya Tilak Road admeasuring 264 sq. meters or thereabout handed over to the Brihanmumbai Mahanagar Palika and situate lying and being at Lokmanya Tilak Road, Opp Dahisar Railway Station, Dahisar (West), Mumbai 400 068;
 - II) The said building was constructed approximately thirty seven years ago and is in dilapidated condition. The said

society, vide its resolution passed on 13th April 2003, decided to reconstruct the said building on the said property, a copy whereof is annexed and marked as ANNEXURE – “ ” hereto;

III) Pursuant to the above resolution, the said Society published a Public Notice in leading newspaper inviting tenders for the re-development of the said property as per the terms and conditions stated therein. After considering the proposals received by the society from various developers and after due deliberations the proposal of the Developer/ Promoter herein was finalized and the members of the society unanimously passed a Resolution appointing the Developer/ Promoter herein for redevelopment of the said property in the Special General Body Meeting dated 11th December 2005, a copy whereof is annexed and marked as **ANNEXURE-“ ”** hereto. The Managing Committee vide their resolution dated 27th November 2007 authorized Smt. Chhaya Arun Ajgaonkar Nerurkar, the Chairman and Shri. Jaywant Pandurang Malkar, the Treasurer to sign and execute the Development Agreement and all other incidental writings in favour of the Developer/ Promoter, a copy whereof is annexed as **ANNEXURE “ ”** hereto. The said Resolution dated 27th November 2007 has been ratified by the members of the Society vide Resolution No. 2 dated 17th May 2009 passed in the Special General Body Meeting dated 17th May 2009;

IV) By Development Agreement dated 14th February 2008 read with Deed of Confirmation dated 24th May 2010 entered into by and between the Society and the Developer and registered with the sub-registrar of Assurances at Borivali bearing Registration No. **BDR-6/ 4613/ 2010 dated 24th May 2010**, the Society assigned and granted and the Developer acquired Development Rights in respect of the said property more particularly described in the First Schedule hereunder written for consideration and on the terms and conditions as stated therein. The Society has also in terms of the said Development Agreement have executed Power of Attorney dated 14th February 2008 duly registered on 24th May 2010

in favour of the Developer/ Promoter to do all deeds, acts, matters and things for the purpose of re-development of the said property;

C. The Developer/ Promoter have thus become absolutely entitled to and authorized to redevelop the said property by demolishing the existing structure and constructing in place there at a new multi storey building by utilizing and/or consuming the primary F.S.I. of Plot including setback and internal roads and F.S.I. that may become available by demolition of exiting building and purchase of F.S.I. by way of T.D.R and premium FSI , Fungible FSI as may be permissible as per the prevailing building rules and regulations and on terms and conditions recorded in Development Agreement. NOC in respect of the internal road admeasuring 395.52 Sq. Meters has been obtained from M/S R Y TAWADE and Bro and is granted to the Developer/ Promoter;

D. The Developer has informed the purchasers and the purchasers are aware that-

- I) The Developer is entitled to utilize the maximum permissible FSI/TDR on the project property and also to sub-divide the same and to submit or amend the building/s and/or layout plans as may be permitted by the Collector of Mumbai Suburban District, MCGM and the other concerned authorities;
- II) If any further or other additional F.S.I is permitted to be utilized or becomes available for construction on the project property, whether by acquisition of additional T.D.R under the provisions of the Development Control Regulations or MRTP or otherwise howsoever, the same shall be available for use and consumption on the project property by the Developer/ Promoter in the ratio as provided in the Development Agreement and none of the purchasers of the shops/ commercial Flats in the said building, including the Purchasers herein will be entitled to object to the utilization by the Developer/Society or their nominee or assigns, for their benefit, such additional FSI or to claim any benefits arising there from.

III) The Developer/ Promoter shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign and/or Floor Space Index, Floor Area Ratio, Development Rights or Transferable Development Rights (TDR), originating from or arising there from or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Developer/ Society, in their sole and unfettered discretion and as may be permitted by law.

F. The Developer/ Promoter has entered into individual agreements with the members of the Society, whereby the Developer/ Promoter has agreed to provide to each of members new Flat/ Apartment in the building to be constructed on the said property as contained therein. Pursuant to the said agreements, all the members have vacated their respective Flat/ Apartment/shop in their possession / occupation and handed over vacant and peaceful possession thereof to the Developer/ Promoter for demolition the same;

G. The Developer/ Promoter have prepared a layout in respect of the said property. At present the Developer/ Promoter have undertaken development of the said property and construction of a building thereon. The name of the proposed building shall be “DAHISAR SUMATI” (hereinafter referred to as the “said building”).

P. The Purchaser/s/ Allottee/s is/are aware that layout of the said property at present prepared by the Developer/ Promoter is a tentative layout and is likely to be changed or revised as per the requirements of the Developer/ Promoters and/or Municipal Corporation of Greater Mumbai (“MCGM”) and/or other statutory authorities. The Developer/ Promoter reserve their right to alter the layout design, elevation etc. /make variations in the entire layout or any part thereof (with such modifications thereto as the Developer/ Promoter may from time to time determine/ or may be required) and the Purchaser/s/ Allottee/s has/have no objection

to the Developer/ Promoter making such amendments or substitutions as aforesaid and accords his/her/their irrevocable consents to the same;

Q. The Developer/ Promoter has entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the said building to be constructed on a portion of the said property and the Purchaser/s/ Allottee/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Developer/ Promoter.

R. AND WHEREAS the Developer/ Promoter has proposed to construct on the project land having ____ wing with ____ Basement, GROUND and ____ upper floors.

S. AND WHEREAS the Purchaser/s/ Allottee/s is/ are offered an Flat/Apartment bearing number ____ on the ____ floor, admeasuring ____ sq. ft. carpet area equivalent to ____ sq mtrs carpet area (herein after referred to as the said "Apartment") in the Building called _____, (herein after referred to as the said "Building"), which is more particularly described in schedule II hereunder being constructed in the ____ phase of the said project, by the Developer/ Promoter. A copy of Floor Plan is annexed herein, as per Annexure "A".

T. AND WHEREAS the Developer/ Promoter shall apply for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority.

U. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Developer/ Promoter has sole and exclusive right to sell the Apartments/ Flats in the said building/s to be constructed by the Developer/ Promoter on the project land and to enter into Agreement/s with the Purchaser/s/ Allottee/s of the Apartments to receive the sale consideration in respect thereof;

V. The Allottee/s/ Purchaser/s has/ have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/ her/ their/ its Advocate and planning and Architectural Consultants. The Allottee/s/ Purchaser/s has/ have agreed and consented to the Development of the project. The Allottee/s/ Purchaser/s has/ have also examined all the documents and information uploaded by the Developer/ Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

W. The Allottee/s/ Purchaser/s has/ have demanded from the Developer/ Promoter and the Developer/ Promoter has given inspection to the Allottee/s/ Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Developer/ Promoter Architects _____ and of such other documents as are specified under RERA and the rules and regulations made there under including inter alia the following:

- (I) Title Certificate from _____ dated _____, as per Annexure _____.
- (II) Property Register Cards, as per Annexure _____.
- (III) All the documents of title relating to the said Free Sale Plot including the said Lease Agreement and all other Documents mentioned in the recital hereinabove.
- (IV) IOD bearing No CHE/A-4899/BP(WS)/AR OF 2013-2014 dated 26/09/2013 and Commencement Certificate bearing No CHE/A-4899/BP(WS)/AR dated 01/01/2015, as per Annexure _____.
- (V) All the approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project including the layout plan, Building Plan, Floor Plan.
- (VI) The copy of the plan of the premises, as per Annexure _____.

X. AND WHEREAS the Developer/ 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/s and shall obtain the balance approvals from various authorities from

time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

Y. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/ Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

Z. AND WHEREAS the Developer/ Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AA. The Purchaser/s/ Allottee/s being fully satisfied in respect of title of the Society and Developer/ Promoter to the said property, has/have approached the Developer/ Promoter and requested the Developer/ Promoter to allot to him/her/them Flat/ Apartment No. _____ admeasuring _____ sq. ft. carpet area equivalent to _____ sq. mtrs carpet area on the _____ floor in said building known as _____ to be constructed on the said property, which Flat/ Apartment is shown in red colour hatched lines on the Floor plan annexed and marked as Annexure "A" hereto (hereinafter referred to as "the Said Premises" or the "said Flat/ Apartment"), which is more particularly described in schedule II hereunder at the price and on the terms and conditions hereinafter appearing;

BB. AND WHEREAS the carpet area of the said Flat/Apartment is _____ sq. ft. carpet area equivalent to _____ 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 Flat/Apartment for exclusive use of the Purchaser/s/ Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s/ Allottee/s, but includes the area covered by the internal partition walls of the apartment.

CC. The Purchaser/s Allottee/s has/ have read and understood the Bye-Laws of the Society and has agreed to abide by the same;

DD. The present layout, design, elevation, plans etc may be required to be amended from time to time by the Developer/ Promoter. The Purchaser/s/ Allottee/s has/ have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developer/ Promoter on the said property may take a very long time, and the Developer/ Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser/s/ Allottee/s has no objection to the Developer/ Promoter making such amendments;

EE. The Purchaser/s/ Allottee/s hereby declare/s that, he/she/ they is/ are aware of the facts that:

- (i) The building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- (ii) The purchaser agrees for no objection for the neighbourhood development with deficient open spaces in future.
- (iii) The Purchaser/s/ Allottee/s will not held M.C.G.M. for the proposed inadequate / substandard sizes of rooms in future.

FF. 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;

GG. AND WHEREAS, prior to the execution of these presents the Purchaser/s/ Allottee/s has paid to the Developer/ Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Flat/Apartment agreed to be sold by the Developer/ Promoter to the Purchaser/s/ Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Developer/ Promoter both hereby admit and acknowledge) and the Purchaser/s/ Allottee/s has/ have agreed to pay to the Developer/ Promoter the balance of the sale consideration of Rs. _____/- (Rupees _____ only); which aggregates to Rs. _____/- (Rupees _____ only).

HH. AND WHEREAS, under section 13 of the said Act the Developer/ Promoter are required to execute a written Agreement for sale of said Flat/Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

II. Under the provisions of RERA and MOFA (as applicable) the parties are required to execute an Agreement for Sale being this Agreement and to register the same under the provisions of the Indian Registration Act, 1908.

JJ. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/ Promoter hereby agrees to sell and the Purchaser/s/ Allottee/s hereby agrees to purchase the (Apartment/Flat).

KK. Relying upon the said applications, declaration and agreement herein contained, the Developer/ Promoter have agreed to allot to the Purchaser/s/ Allottee/s the said Premises, at the price and on the terms and conditions hereinafter appearing.

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

1. **DEFINITIONS**

1.1) "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 Flat/Apartment for exclusive use of the Purchaser/s/ Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/ Apartment for exclusive use of the Purchaser/s/ Allottee/s, but includes the area covered by the internal partition walls of the apartment.

- 1.2) "CAR PARKING SPACES" shall mean a location where a 4 (four) wheeler passenger vehicle can be parked. Car Parking Spaces includes open/ stilt/ covered parking spaces and may be located in the basement, car park (including multi level car park), podium, etc). Shortest walking distance between the building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.3) "DATE OF OFFER OF POSSESSION" or "DOP" shall mean the date on which the Company by written intimation makes the unit available to the purchaser along with the OC in respect of the Unit.
- 1.4) "INTEREST" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by the equivalent benchmark rate used by SBI.
- 1.5) "PROJECT" shall mean the project with RERA registration number as stated in Annexure _____. **The project may be part of a larger layout on the larger layout.**
- 1.6) "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.7) "MOFA" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.8) "STRUCTURAL DEFECT" shall mean any defect related to the load bearing structure of the building. This shall not include non-load bearing elements or water proofing.

2. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
3. The Developer/ Promoter shall construct the said building/s consisting of ____ basement, ground and ____ (_____) upper

floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/ Promoter shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of variations or modifications which may adversely affect the Flat/Apartment of the Purchaser/s/ Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

4. A) The Purchaser/s/ Allottee/s hereby agrees to purchase from the Developer/ Promoter and the Developer/ Promoter hereby agrees to sell to the Purchaser/s/ Allottee/s Flat/ Apartment No. _____ admeasuring _____ sq. ft. carpet area equivalent to _____ sq. mtrs on _____ floor in the building _____ (hereinafter referred to as "the Apartment/ Flat"), which is more particularly described in schedule II hereunder as shown in the Floor plan thereof hereto annexed and marked Annexure "A" for the consideration of Rs. _____/- (Rupees _____ only), which is inclusive of the proportionate price for 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 (the price of the Flat/Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- B) The Purchaser/s/ Allottee/s hereby agrees to purchase from the Developer/ Promoter and the Developer/ Promoter hereby agrees to sell to the Purchaser/s/ Allottee/s covered parking spaces bearing Nos _____ situated at N.A. Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.

C) The total aggregate consideration amount for the Flat/Apartment spaces is thus Rs. _____/- (Rupees _____ only).

5. The total aggregate consideration amount for the Flat/Apartment is thus Rs. _____/- (Rupees _____ only) payable in following manner:

A) The Purchaser/s/ Allottee/s has/ have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only), as advance payment or application fee and hereby agrees to pay to that Developer/ Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

B) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Developer/ Promoter after the execution of Agreement

C) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Developer/ Promoter on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.

D) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Developer/ Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Apartment is located.

E) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Developer/ Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

F) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Developer/ Promoter on

completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

G) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Developer/ Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Apartment is located..

H) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Developer/ 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 may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Apartment is located.

I) Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Flat/Apartment to the Purchaser/s/ Allottee/son or after receipt of occupancy certificate or completion certificate.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter by way of Value Added Tax, Service Tax, Goods and 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 Developer/ Promoter) up to the date of handing over the possession of the [Apartment].
7. The Purchaser/s/ Allottee/s is/ are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s/ Allottee/s hereby undertake(s) to pay the

amount of the Service Tax/ GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developer/ Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/ GST applicable thereon and the Purchaser/s/ Allottee/s shall be deemed to have committed default in payment of amount due to the Developer/ Promoter hereunder, if such payment is not accompanied with the applicable Service Tax. Provided further that if on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation or new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s/ Allottee/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s/ Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Developer/ Promoter and its successors-in-title and assigns in respect thereof.

8. The sale consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses and/ or any other Indirect Taxes, which may be levied, in connection with the construction of and carrying out the project and/ or with respect to the premises and/ or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/ payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable Indirect and Direct taxes, duties and impositions levied by the Central Government and/ or State Government and/ or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/ or on the transaction contemplated herein and/ or in relation to the said premises, shall be borne and paid by the Purchaser/s/ Allottee/s alone and the Developer/ Promoter shall not be liable to bear or pay the same or any part thereof.

9. The Purchaser/s/ Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax/ GST thereon, the Purchaser/s/ Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s/ Allottee/s after making payment of each installments and Service Tax/ GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month on which respective Form 26QB is filed, shall furnish Form 16B to the Developer/ Promoter. The Purchaser/s/ Allottee/s is/are aware that the time to make the payment of installments and service tax and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s/ Allottee/s to make the payment of any of the installment together with Service Tax and/or any other tax (including delivering form 16B certificate thereof), then without prejudice to right of the Developer/ Promoter to cancel and terminate this Agreement, the Purchaser/s/ Allottee/s shall be liable to pay interest @ 18% p.a. to the Developer/ Promoter on all delayed payments from the due date till the date of realization thereof.

10. The Purchaser/s/ Allottee/s shall make all payments of the Sale Price due and/or payable to the Developer/ Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “BHATIA BUILDERS & DEVELOPERS PVT.LTD”. In case of any financing arrangement entered by the Purchaser/s/ Allottee/s with any financial institution with respect to the said Flat/ Apartment, the Purchaser/s/ Allottee/s undertakes to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Developer/ Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of “BHATIA BUILDERS & DEVELOPERS PVT. LTD”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment

towards the said Flat/ Apartment and shall be construed as a breach on the part of the Purchaser/s/ Allottee/s, in which event the Developer/ Promoter shall be entitled to terminate this Agreement and forfeit all the amounts till then paid by the Purchaser/s/ Allottee/s to the Developer/ Promoter.

11. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause ___ above, then the Purchaser/s/ Allottee/s shall forthwith on demand pay to and/or deposit the additional amounts with the Developer/ Promoter. The said amount shall not carry any interest.
12. The Total Price is escalation-free, save and except escalations/increases, due to
 - A) Increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/ Promoter undertakes and agrees that while raising a demand on the Purchaser/s/ Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/ 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 Purchaser/s/ Allottee/s, which shall only be applicable on subsequent payments.
 - B) The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s/ Allottee/s by discounting such early payments @ ___% per annum for the period by which the respective installment have been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s/ Allottee/s by the Developer/ Promoter.
 - C) The Developer/ Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s/ Allottee/s after the construction of the Building is complete and the

occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/ Promoter. If there is any reduction in the carpet area within the defined limit then Developer/ Promoter shall refund the excess money paid by Purchaser/s/ Allottee/s 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 Purchaser/s/ Allottee/s. If there is any increase in the carpet area allotted to Purchaser/s/ Allottee/s, the Developer/ Promoter shall demand additional amount from the Purchaser/s/ Allottee/s 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 _____ of this Agreement.

- D) The Purchaser/s/ Allottee/s authorizes the Developer/ Promoter to adjust/appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding, if any, in his/her/ their name as the Developer/ Promoter may in its sole discretion deem fit and the Purchaser/s/ Allottee/s undertakes not to object/demand/direct the Developer/ Promoter to adjust their payments in any manner.
- 13. The Developer/ 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 Flat/Apartment to the Purchaser/s/ Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 14. Time is essence for the Developer/ Promoter as well as the Purchaser/s/ Allottee/s. The Developer/ Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Purchaser/s/ Allottee/s and the common

areas to the association of the Purchaser/s/ Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s/ Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/ Promoter as provided in clause ____ herein above (“Payment Plan”).

15. The Developer/ Promoter shall have first lien and charge on the said premises agreed to be acquired by the Purchaser/s/ Allottee/s in respect of any unpaid amount payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter hereunder. It is essential and integral term and condition of this Agreement, that only upon payment of full amount of the purchase price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its respective due date/s without any default by the Purchaser/s/ Allottee/s to the Developer/ Promoter (and not otherwise), will the Purchaser/s/ Allottee/s have or be entitled to claim any rights against the Developer/ Promoter under this Agreement and / or in respect of the said premises.
16. The Developer/ Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ____ square meters only and Developer/ Promoter have planned to utilize Floor Space Index of ____ 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 Developer/ Promoter have disclosed the Floor Space Index of ____ as proposed to be utilized by them on the project land in the said Project and Purchaser/s/ Allottee/s has agreed to purchase the said Flat/Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/ Promoter only.

17. The Purchaser/ Allottee has perused all the documents of title relating to the said property including all the documents and copies of the proceedings mentioned in the recital hereinabove and also the plans, designs and specifications prepared by the Developer's/ Promoter's Architect, the Certificate of title, revenue records and all other documents as specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under. The Purchaser/s/ Allottee/s hereby confirms and consents to the irrevocable right of the Developer/ Promoter to develop the said property and deal with and dispose of the buildings including the said Building and/or all other unsold flats and car parks in the manner deemed fit by the Developer/ Promoter without any further or other consent or concurrence.
18. It is agreed and confirmed by the Purchaser/s/Allottee/s that the termination and cancellation of this Agreement under any of the terms, conditions and provisions of the Agreement following shall forthwith apply and bind the Purchaser/s/ Allottee/s:
 - A) The Purchaser/s/Allottee/s shall cease to have any right, title and interest, claim or demand in or to the Flat/ Apartment and the parking space/s under this Agreement and the Developer/ Promoter shall be fully and freely entitled without any objection or obstructions to allot and sell, deal with and/ or otherwise encumber, alienate or dispose off the same in such manner for such consideration and on such terms and conditions as the Developer/ Promoter deems fit, in its discretion.
 - B) The Purchaser/s/Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Flat/ Apartment and/or the parking spaces as a result of any increase in market price or as a result of any accretion or improvement that may have been made or installed at the request of the Purchaser/s/ Allottee/s or otherwise arising howsoever.
 - C) Any Mortgage, Charge, Lien or security interest created by the Purchaser/s/Allottee/s over the Flat/ Apartment and/

or the Purchaser/s/ Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged without any act, deed, matter or thing required to be done, executed or performed.

- D) The Purchaser/s/ Allottee/s agrees not to do or omit to do or cause to be done by any party known to him/ her/ them 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 building/ project/ larger property or the Company or its representatives. In the event the Purchaser/s/ Allottee/s does or omit to do any such rights or remedies available in Law, have the option to terminate this Agreement sending the Developer/ Promoter Notice of Termination.
- E) In the event the construction of the Wing or Floor of the building in which the Flat/ Apartment is located has been stopped for a period of more than 1 (one) year due to applicable Law, the Developer/ Promoter shall have the option to terminate this Agreement sending the Notice of Termination.

19. The Purchaser/s/ Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the indemnified parties and their estates and effects against all loss or damage and/ or any suits, actions, proceedings or notices that he/ she/ they or any of them may sustain and suffer and all costs, charges and expenses that they or any of them may incur by reason or as a result of (a) any failure, breach, default, non-observance, or non-compliance by the Purchaser/s/ Allottee/s of any of the terms, conditions and provisions of this Agreement and/ or (b) any accident or injury caused to, or suffered by the Purchaser/s/Allottee/s or his/ her/ their/ its family members, guests, servants, agents, representatives and any person/s residing in or occupying or entering upon, the whole project including any persons visiting the Purchaser/s/ Allottee/s or his/ her/their/ it family, guests or visitors or staff and all persons claiming through or under them or any of them.

20. The Developer/ Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“Events of Default”):

- A) If the Purchaser’s delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- B) If the Purchaser/s/ Allottee/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- C) If the representation, declarations and/or warranties etc. made by the Purchaser/s/ Allottee/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s/ Allottee/s is untrue or false;
- D) If the Purchaser/s/ Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- E) If the Purchaser/s/ Allottee/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- F) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s/ Allottee/s or in respect of all or any of the assets and/or properties of the Purchaser/s/ Allottee/s.
- G) If the Purchaser/s/ Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s/ Allottee/s

involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/ their.

21. In the event, the Purchaser/s/ Allottee/s desire/s to cancel the allotment of said Flat/ Apartment, then the earnest money paid by the Purchaser/s/ Allottee/s shall stand forfeited and the Purchaser/s/ Allottee/s shall not be entitled to such earnest money paid by her to the Developer/ Promoter. The Purchaser/s/ Allottee/s shall also have to bear and pay to the Developer/ Promoter, at the time of cancellation, the brokerage charges (if the said Flat/ Apartment is purchased through the broker), which brokerage shall have been already paid by the Developer/ Promoter to the broker. The Developer/ Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s/ Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Developer/ Promoter from the Purchaser/s/ Allottee/s till the time of such cancellation. The Developer/ Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s/ Allottee/s only after the said Flat/ Apartment is sold to new prospective Purchaser/s/ Allottee/s and the Developer/ Promoter have received entire sale price of the said Flat/ Apartment from such prospective Purchaser/s/ Allottee/s.
22. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Developer/ Promoter in the said building and the Flat/Apartment as are set out in Annexure 'E', annexed hereto.
23. The Developer/ Promoter shall give possession of the Flat/ Apartment to the Purchaser/s/ Allottee/s on or before _____. If the Developer/ Promoter fails or neglects to give possession of the Flat/Apartment to the Purchaser/s/ Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Developer/ Promoter shall be liable on demand to

refund to the Purchaser/s/ Allottee/s the amounts already received by them in respect of the Flat/Apartment with interest at the same rate as may be mentioned in the clause ____ herein above from the date the Developer/ Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/ Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/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.
- III) any other circumstances that may be deemed reasonable by the Authority
- IV) any stay order/ Injunction order issued by the Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee, etc.

24. PROCEDURE FOR TAKING POSSESSION:

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

possession to the Purchaser/s/ Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- B) The Purchaser/s/ Allottee/s shall take possession of the Flat/Apartment within 15 days of the written notice from the Developer/ Promoter to the Purchaser/s/ Allottee/s intimating that the said Apartments are ready for use and occupancy:
- C) Failure of Purchaser/s/ Allottee/s to take Possession of [Apartment/Flat] Upon receiving a written intimation from the Developer/ Promoter as per clause ___, the Purchaser/s/ Allottee/s shall take possession of the [Apartment/Flat] from the Developer/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/ Promoter shall give possession of the [Apartment/Flat] to the Purchaser/s/ Allottee/s. In case the Purchaser/s/ Allottee/s fails to take possession within the time provided in clause ___ then such Purchaser/s/ Allottee/s shall continue to be liable to pay maintenance charges as applicable.

25. A) If the Developer/ Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Purchaser/s/ Allottee/s, the Developer/ Promoter agrees to pay to the Purchaser/s/ Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s/ Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/ Allottee/s agrees to pay to the Developer/ Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter.

B) Without prejudice to the right of Developer/ Promoter to charge interest in terms of sub clause ____ above, on the Purchaser/s/ Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s/ Allottee/s committing three defaults of payment of installments, the Developer/ Promoter shall at their own option, may terminate this Agreement:

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

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

26. If within a period of five years from the date of handing over the Flat/Apartment to the Purchaser/s/ Allottee/s, the Purchaser/s/ Allottee/s brings to the notice of the Developer/ Promoter any structural defect in the Flat/Apartment or the building in which

the Flat/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 Developer/ Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s/ Allottee/s shall be entitled to receive from the Developer/ Promoter, compensation for such defect in the manner as provided under the Act. Any compensation payable shall be subject to the Allottee/s complying with all its responsibilities under this agreement.

27. The Purchaser/s/ Allottee/s shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of residence/office/ shop for carrying on any business. He/ She/ they shall use the parking space only for purpose of keeping or parking vehicle.
28. The Developer/ Promoter shall within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/ Developer/ Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment is situated.
29. The Developer/ Promoter shall within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
30. Within 15 days after notice in writing is given by the Developer/ Promoter to the Purchaser/s/ Allottee/s that the Flat/Apartment is ready for use and occupancy, the Purchaser/s/ Allottee/s 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/s 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 or wings is transferred to it, the Purchaser/s/ Allottee/s shall pay to the Developer/ Promoter such proportionate share of outgoings as may be determined. The Purchaser/s/ Allottee/s further agrees that till the Purchaser/s/ Allottee/s share is so determined the Purchaser/s/ Allottee/s shall pay to the Developer/ Promoter provisional monthly contribution of Rs. 9 per sq. ft. per month towards the outgoings. The amounts so paid by the Purchaser/s/ Allottee/s to the Developer/ Promoter shall not carry any interest and remain with the Developer/ Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such Conveyance/Assignment of Lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer/ Promoter to the Society or the Limited Company, as the case may be.

31. The Purchaser/s/ Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Developer/ Promoter, the following amounts:-
 - A) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - B) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - C) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - D) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - E) Rs. _____/- for Deposit towards Water, Electric, and other utility and services connection charges &
 - F) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout.
 - G) Rs. _____/- for Club House/Gymnasium Charges.

H) Rs _____/- for Development charges

32. The Purchaser/s/ Allottee/s shall pay to the Developer/ Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Developer/ Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance or Assignment of Lease.
33. It is agreed and confirmed that since the Society is the owner of the said property and since the said property and the said Building proposed to be / being constructed on the said property shall vest in the Society in accordance with the 14th February 2008 read with Deed of Confirmation dated 24th May 2010, the Developer/ Promoter shall not form any organization of the purchasers of the Flat/ Apartments /premises in the said Building. It is further agreed and confirmed that after completion of the entire redevelopment of the said property and construction of the buildings thereon including the said Building and after the allotment of the member's Flat/ Apartment to the existing members of the Society and all the premises are sold in the buildings and possession was handed over to the purchasers and all the amount including the consideration amount received by the Developer/ Promoter from the purchasers including the Purchaser/s Allottee/s herein and all the purchasers of the premises including the Purchaser/s/ Allottee/s herein being admitted as the members of the Society, the Developer/ Promoter shall hand over the charge of the said property and the said Building to the Society and the said property and said Building/s will vest with the Society, in accordance with 14th February 2008 read with Deed of Confirmation dated 24th May 2010.
34. This Agreement is entered into by the Purchaser/s/ Allottee/son a specific understanding that the Purchaser/s/ Allottee/s shall neither insist upon becoming a member of the Society nor shall the Purchaser/s/ Allottee/s be admitted or become entitled to get admitted as a member of the Society until the development of the

said property is completed and all the flats and other premises in the said building are sold and all the monies in respect thereof are received by the Developer/ Promoter and the Members Flat are allotted to the existing members of the Society. Further this Agreement is entered into by the Purchaser/s/ Allottee/s on a specific understanding that the Purchaser/s/ Allottee/s shall not insist for a sub-division of the said property and/or formation of any other society or organization. The Purchaser/s/ Allottee/s agree and give irrevocable consent for the same & render no objection in that behalf.

35. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ PROMOTER

The Developer/ Promoter hereby represent and warrant to the Purchaser/s/ Allottee/s as follows:

- A) The Developer/ Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- B) The Developer/ Promoter have 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;
- C) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- D) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- E) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/ wing are valid and subsisting and have been obtained by following due process of law. Further, all

approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- F) The Developer/ Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/ Allottee/s created herein, may prejudicially be affected;
- G) The Developer/ 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/Flat] which will, in any manner, affect the rights of Purchaser/s/ Allottee/s under this Agreement;
- H) The Developer/ Promoter confirm that the Developer/ Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat]to the Purchaser/s/ Allottee/s in the manner contemplated in this Agreement;
- I) At the time of execution of the Conveyance Deed of the structure to the association of Purchaser/s/ Allottee/s the Developer/ Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s/ Allottee/s;
- J) The Developer/ 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;

K) 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) have been received or served upon the Developer/ Promoter in respect of the project land and/or the Project except those disclosed in the title report.

36. The Purchaser/s/ Allottee/s or himself/ herself/ themselves/ itself with intention to bring all persons into whosoever hands the Apartment/ Flat may come, hereby covenants with the Developer/ Promoter as follows:-

A) To maintain the Flat/Apartment at the Purchaser/s/ Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities, if required.

B) Not to store in the Flat/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 in which the Flat/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 in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchaser/s/ Allottee/s in this behalf, the Purchaser/s/ Allottee/s shall be liable for the consequences of the breach.

- C) To carry out at his/ her/ their own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Developer/ Promoter to the Purchaser/s/ Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/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 Purchaser/s/ Allottee/s committing any act in contravention of the above provision, the Purchaser/s/ Allottee/s 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 Flat/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 Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/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 in which the Flat/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 Flat/Apartment without the prior written permission of the Developer/ 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 in which the Flat/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 Flat/Apartment

in the compound or any portion of the project land and the building in which the Flat/Apartment is situated.

- G) Pay to the Developer/ Promoter within fifteen days of demand by the Developer/ Promoter, his/ her/ their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/ 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 Flat/Apartment by the Purchaser/s/ Allottee/s for any purposes other than for purpose for which it is sold.
- I) The Purchaser/s/ Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the dues payable by the Purchaser/s/ Allottee/s to the Developer/ Promoter under this Agreement are fully paid up.
- J) The Purchaser/s/ Allottee/s 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 and the Apartments 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 Government and other public bodies. The Purchaser/s/ Allottee/s 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 Flat/ Apartment in the Building 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 in which Flat/ Apartment is situated is executed in favour of Society/ Limited Society, the Purchaser/s/ Allottee/s shall permit the Developer/ Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- L) Not to change the user of the said Flat/ Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat/ Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- M) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building and not cover/enclose the planters and service ducts or any of the projections from the said Flat/ Apartment, within the Said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat/ Apartment without the prior written permission of the Developer/ Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the F.S.I potential of the said property.
- N) Not to affix any fixtures or grills on the exterior of the said building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat/ Apartment. The standard design for the same shall be obtained by the Purchaser/s/ Allottee/s from the Developer/ Promoter and the Purchaser/s/ Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Developer/

Promoter. If found that the Purchaser/s/ Allottee/s has/have affixed fixtures or grills on the exterior of his/ her/ their premises for drying clothes or for any other purpose or that the Purchaser/s/ Allottee/s has/have affixed a grill having a design other than the standard approved design, the Purchaser/s/ Allottee/s shall, on each such occasion, pay to the Developer/ Promoter a penalty of Rs. _____/- (Rupees _____ only).

- O) The aforesaid penalty/ies shall be payable by the Purchaser/s/ Allottee/s in addition to the cost of rectification for the default committed. In the event the Purchaser/s/ Allottee/s fails to pay the penalty and rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Developer/ Promoter at his/her/their own cost, then the Developer/ Promoter through its agents, shall have a right to enter upon the said Flat/ Apartment and dismantle at the Purchasers'/Allottee/s cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
- P) Not to delay / default in payment of the amounts to be paid to the Developer/ Promoter in addition to the amounts collected in Clause ___ above and pay within 10 days of demand by the Developer/ Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said building.
- Q) Not to delay / default in payment of 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 from time to time.
- R) Not to transfer or assign the Purchasers'/ Allottee/s right, interest or benefit under this Agreement and / or let, sub let,

sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat/ Apartment without the prior written consent of the Developer/ Promoter / organizations of the said building. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Developer/ Promoter herein.

- S) Shall not violate and shall abide by all rules and regulations framed by the Developer/ Promoter/ its designated Project Manager or by the said Society, for the purpose of maintenance and up-keep of the said building and in connection with any interior / civil works that the Purchaser/s/ Allottee/s may carry out in the said Flat/ Apartment.
- T) Shall not violate and shall observe and perform all the rules and regulations which the said Organizations may have 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 and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned society, local authority and of government and other public bodies. The Purchaser/s/ 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 Flat/ Apartment in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- U) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said building.

- V) Shall never in any manner enclose any flower beds/pocket terrace/s 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 Premises and keep the same unenclosed at all time. The Developer/ Promoter shall have the right to inspect the Said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s/ Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Said Premises to its original state.
- W) Not to permit any person in the employment of the Purchaser/s/ Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the building such as passage, lobby, stair case and / or any part of the said property.
- X) Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Developer/ Promoter may have against the Purchaser/s/ Allottee/s either under this Agreement or otherwise, the Developer/ Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions consequences as mentioned in clause ____ and the Sale Price in respect of the Said Premises shall stand forfeited and the Developer/ Promoter shall be entitled to deduct from the payments made by the Purchaser/s/ Allottee/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Purchaser/s/ Allottee/s, however if such payments are inadequate, the Developer/ Promoter shall be entitled to recover further amounts from the Purchaser/s/ Allottee/s to

compensate for the damage so caused and the Purchaser/s/ Allottee/s hereby consents to the same. The decision of the Developer/ Promoter in that regard shall be final and binding upon the Purchaser/s/ Allottee/s shall not dispute the decision of the Developer/ Promoter in this regard.

In addition to the aforesaid conditions, the Purchaser/s/ Allottee/s further binds himself/herself/themselves/ itself in respect of the Said Premises and covenants as under:

- A) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the Said Premises, said Building or the said property or any part thereof or do anything which shall cause an nuisance, annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developer/ Promoter. Further the Purchaser/s/ Allottee/s shall not keep pets and/or domesticated animals in or upon the Said Premises, the said building or the said property or any part thereof.
- B) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Said Premises and/or the said building Buildings nor litter or permit any littering in the common areas in or around the Said Premises and/or the said building and at the Purchaser's/ Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Said Premises and/or the said building to the requirement and satisfaction of the Developer/ Promoter and/or relevant government and statutory authorities.
- C) Shall not do either by himself/herself/ themselves/ itself or any person claiming through the Purchaser/s/ Allottee/s anything which may or is likely to endanger or damage the said building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for

providing facilities in the said building. 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 said building.

- D) Shall not display at any place in the said building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s/ Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said building or common area therein or in any other place or on the window, doors and corridors of the said building.
- E) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the Said 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 dish antenna any other thing whatsoever save and except the name of the Purchaser/s/ Allottee/s in such places only as shall have been previously approved in writing by the Developer/ Promoter in accordance with such manner, position and standard design laid down by the Developer/ Promoter;
- F) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Developer/ Promoter;
- G) Shall cause the said Society to paint the said building at least once in every five years maintaining the original colour scheme even after the said building and said property is vested in favour of the said Society.
- H) The Purchaser/s/ Allottee/s is/ are aware that while the Developer/ Promoter has obtained some of the Approvals, certain other approvals (or amendments to current approvals) may be received from time to time. Having regard

to the above position, the purchaser/s/ Allottee/s has/ have entered into this Agreement without any objection or demur and agrees not to raise and waives his/ her/ their right to raise any objection, in that regard.

37. The Developer/ Promoter shall maintain a separate account in respect of sums received by the Developer/ Promoter from the Purchaser/s/ Allottee/s 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.
38. 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 Flat and Building or any part thereof. The Purchaser/s/ Allottee/s shall have no claim save and except in respect of the Flat/Apartment hereby agreed to be sold to him/ her/ them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer/ Promoter until the said structure of the building 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.
39. DEVELOPER/ PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Developer/ Promoter executes this Agreement it shall not mortgage or create a charge on the [Apartment/ Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/ Allottee/s who has/ have taken or agreed to take such [Apartment/Flat].
40. The Purchaser/s Allottee/s hereby confirms and consents to the irrevocable right of the Developer/ Promoter to construct and sell the said building/structures on the said property and/or additional floors on the said Building being constructed /proposed

to be constructed on the said property in the manner deemed fit by the Developer/ Promoter without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser/s/ Allottee/s.

41. The Purchaser/s/ Allottee/s hereby expressly consent to the Developer/ Promoter for re-designing the said building or increasing number of floors, adding more building or buildings or the recreation area or realigning any internal road recreation area and passages and such other area or areas which the Developer/ Promoter may desire to realign and re-design and if the said Building and/or other buildings and/or layout etc. in which the Purchaser/s/ Allottee/s has/ have agreed to acquire the premises is completed earlier than other building/s structures, then the Purchaser/s/ Allottee/s confirm that the Developer/ Promoter will be entitled to utilize F.S.I., TDR and all the benefits, potentials, advantages etc. presently available, and till all the aforesaid FSI, TDR is fully utilized by the Developer/ Promoter.

The Developer/ Promoter shall be, if the Developer/ Promoter so decide entitled to construct in, over or around or above the said terrace any additional area or facility as may be permitted under the law within the terms as mentioned in 14th February 2008 read with Deed of Confirmation dated 24th May 2010 and within the rules of the Municipal Corporation of Greater Mumbai and / or any other authorities.

42. It is expressly agreed that all other unsold flats / Apartment, car parks shall be the sole and absolute property of the Developer/ Promoter even after the charge of the said property together with the said Building is handed over to the Society by the Developer/ Promoter and even after the vesting of the said property and the said Building in favour of the Society.
43. The Developer/ Promoter has informed the prospective purchaser/s/Allottee/s that Mechanical Parking System / Car Lift System should be provided by them in the building. The prospective purchaser undertake that he/she/they will not held

MCGM and /or any of its officers and employees liable for failure of Mechanical Parking System / Car Lift System in future.

44. The prospective purchaser/s/ Allottee/s undertake that he/ she/ they is/ are well aware about the Waste Management Rules. He/she/they shall always use separate Baskets/garbage bags for dry and wet garbages.
45. The Developer/ Promoter has informed the purchaser/s/ Allottee/s about utilization of Fungible FSI. The members accept, admit and confirm that he/she/they are aware about utilization of Fungible FSI and shall not raise any grievances in the future.
46. The Purchaser/s/ Allottee/s shall at no time demand partition of the said Building and/or said property and the said Building etc. and /or/his/her/their interest, if any, therein and the same shall never be partitioned.
- 47.** The Purchaser/s/ Allottee/s, if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and rules made there under or any statutory amendments/ modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc and provide the Developer/ Promoter with such permission, approvals which would enable the Developer/ Promoter to fulfill its obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable Law. The Purchaser/s/ Allottee/s understand and agree that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ they shall be liable for action under the FEMA, as amended from time to time. The Developer/ Promoter shall keep the Developer/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s/ Allottee/s subsequent to the signing of this

Agreement, it shall be the sole responsibility of the Purchaser/s/ Allottee/s immediately and comply with necessary formalities if any under the applicable laws. The Developer/ Promoter shall not be responsible towards any third party making payment/ remittance on behalf of any Purchaser/s/ Allottee/s and such third party shall not have any right in the application/ allotment of the said Flat/ Apartment applied for herein in any way and the Developer/ Promoter shall be issuing the payment receipts in favour of the Purchaser/s/ Allottee/s only.

48. The Purchaser/s/ Allottee/s hereby nominate _____
having address at _____, who is _____ of the Purchaser/s/ Allottee/s as his/her/their nominee in respect of the Said Premises. On the death of Purchaser/s/ Allottee/s, the said _____ ("the said Nominee") shall assume all the obligations of the Purchaser/s/ Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Purchaser/s/ Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer/ Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s/ Allottee/s (only if such substitution has/have been intimated to the Developer/ Promoter in writing) and deal with him/ her/ them in all matters pertaining to the Said Premises. The heirs and legal representatives of the Purchaser/s/ Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Developer/ Promoter shall at its own discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Developer/ Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developer/ Promoter as may be necessary and required by the Developer/ Promoter.

49. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s/ Allottee/s by the Developer/ Promoter does not create a binding obligation on the part of the Developer/ Promoter or the Purchaser/s/ Allottee/s until, firstly, the Purchaser/s/ Allottee/s 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 Purchaser/s/ Allottee/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developer/ Promoter. If the Purchaser/s/ Allottee/s fails to execute and deliver to the Developer/ Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/ Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/ Promoter, then the Developer/ Promoter shall serve a notice to the Purchaser/s/ Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s/ Allottee/s, application of the Purchaser/s/ Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/ Allottee/s in connection there with including the booking amount shall be returned to the Purchaser/s/ Allottee/s without any interest or compensation whatsoever.

50. ENTIRE AGREEMENT

This Agreement along with its schedules and annexure, 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/Flat/building, as the case may be.

51. RIGHT TO AMEND

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

52. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/ ALLOTTEE/S /SUBSEQUENT PURCHASER/S/ ALLOTTEE/S

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 Allottee of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

53. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

54. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

55. FURTHER ASSURANCES

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

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

56. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/ Promoter through its authorized signatory at the Developer/ Promoter' Office, or at some other place, which may be mutually agreed between the Developer/ Promoter and the Purchaser/s/ Allottee/s, in after the Agreement is duly executed by the Purchaser/s/ Allottee/s and the Developer/ 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 Mumbai.

57. The Purchaser/s/ Allottee/s and/or Developer/ 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 Developer/ Promoter will attend such office and admit execution thereof.

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

NAME OF PURCHASER/S / ALLOTTEE/S:

Notified Email ID:

NAME OF DEVELOPER/ PROMOTER:

BHATIA BUILDERS & DEVELOPERS PVT LTD
E/2, MADHAV BAUG,
JAMBLI GALLI,
S V ROAD, BORIVALI (WEST),
MUMBAI 400 092

Notified Email ID: bhatiabro@yahoo.com

It shall be the duty of the Purchaser/s/ Allottee/s and the Developer/ 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 Developer/ Promoter or the Purchaser/s/ Allottee/s, as the case may be.

59. All notices to be served on the Purchaser/s/ Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s/ Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
60. A notice shall be deemed to have been served as follows:
 - I) if personally delivered, at the time of delivery
 - II) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same
61. For the purposes of this transaction, the details of the PAN of the Developer/ Promoter and the Purchaser/s/ Allottee/s are as follows:
 - I) Developer/ Promoter
Bhatia Builders & Developers Pvt Ltd
P.A.NO: AAACC1604R
 - II) Purchaser/s/ Allottee/s

P.A.NO: _____

62. **PAYMENT OF STAMP DUTY, REGISTRATION CHARGES, SERVICE TAX, VAT AND GST:**

- A) Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s/Allottee/s.
- B) Service Tax and VAT:- The charges towards Service Tax and VAT of this Agreement shall be borne by the Purchaser/s/Allottee/s.
- C) GST:- The charges towards GST of this Agreement shall be borne by the Purchaser/s/Allottee/s.
- D) TDS:
The Purchaser/s/Allottee/s shall be free to deduct applicable TDS, as per law from the consideration amount payable to the Developer/ Promoter and furnish the applicable TDS certificate within time limit to the Developer/ Promoter. If the Purchaser/s/Allottee/s fail to furnish applicable TDS certificate within the time frame as prescribed under the law, the Purchaser/s/Allottee/s shall be liable to pay the said deducted TDS amount along with penalty which shall be equivalent to the TDS amount.

63. The Purchaser/s/ Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said property and the Said Premises and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s/ Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

64. **JOINT PURCHASER/S/ ALLOTTEE/S**

That in case there are Joint Purchaser/s/ Allottee/s all communications shall be sent by the Developer/ Promoter to the Purchaser/s/ Allottee/s whose name appears first and at the address given by him/her/ them, which shall for all intents and

purposes to consider as properly served on all the Purchaser/s/
Allottee/s.

65. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudication Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

66. 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 Mumbai 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 (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground area admeasuring 1137 sq. yards equivalent to 950.68 sq. mtrs along with NOC from M/s. R. Y. Tawde & Bro. for utilization of internal road FSI/ TDR. FSI admeasuring 395.52 sq. meters and the set back area for widening of 18.3 sq. meters wide Lokmanya Tilak Road admeasuring 264 sq. meters or thereabout handed over to the Brihanmumbai Mahanagar Palika, total area admeasuring 1610.2 sq. mtr as per Property Registered Card bearing C.T.S. No. 811 corresponding survey no Survey No.275 Hissa No.2/6E/2, along with the building standing thereon known as "DAHISAR SUMATI" at Lokmanya Tilak Road, Opp. Railway Station, Dahisar (West), Mumbai – 400 068, situate lying and being at Lokmanya Tilak Road, Opp. Dahisar Railway Station, Dahisar (West), Mumbai 400 068. of Village Dahisar, Taluka Borivali within the registration District and Sub-district of Mumbai City and Mumbai Suburban and is bounded by:

On Towards East : By Lokmanya Tilak Road and beyond that Dahisar Railway station.

On towards North : By plot No. 1 Part of survey No. 275, Hissa No. 2/5 E belonging to Smt Laxmibai Balkrishna Tawde and others.

On towards West : By plot of land belonging to Smt Laxmibai B Tawde and others

On towards South : By access road to CTS 813, 813 (1 to 6) & CTS 812, 812(1 to 9) belonging to the M/S R Y Tawde & Bros. which is second part of a plot no. 2- survey No. 275, Hissa no. 2/6 E/2 city survey No.811.

THE SECOND SCHEDULE ABOVE REFERRED TO:

All that Flat/Shop No. _____ admeasuring area _____ sq. ft. _____ area together with Car Parking No. _____, bearing C.T.S. No. 811 corresponding Survey No.275 Hissa No.2/6E/2, along with the building standing thereon known as "DAHISAR SUMATI" at Lokmanya Tilak Road, Opp. Railway Station, Dahisar (West), Mumbai – 400 068, situate lying and being at Lokmanya Tilak Road, Opp. Dahisar Railway Station, Dahisar (West), Mumbai 400 068. of Village Dahisar, Taluka Borivali Mumbai Suburban District.

IN WITNESS WHEREOF the Vendors hereunto have hereunto set and subscribed their hands and seal the day and the year first hereinabove written.

SIGNED SEALED & DELIVERED BY THE WITHINNAMED
"DEVELOPERS"

BHATIA BUILDERS & DEVELOPERS PVT LTD.

Through its Director

MR. SHARAD B. RAMAIYA

PHOTO

P.A. NO. AAACC-1604-R

Signature

Left Thumb Impression

The party of the First Part In the presence of _____
Witness:

1. _____

2. _____

SIGNED SEALED & DELIVERED BY THE WITHINNAMED "PURCHASER"

PHOTO

P.A.N. NO. _____

Signature

Left Thumb Impression

The party of the Second Part In the presence of _____

Witness:

1. _____

2. _____

LIST OF ANNEXURE

- A. FLOOR PLAN OF THE APARTMENT
- B. TITLE CERTIFICATE
- C. COPY OF PROPERTY CARD
- D. COPY OF LAYOUT PLAN AS APPROVED BY THE CONCERNED LOCAL AUTHORITY
- E. LIST OF AMENITIES
- F. COPY OF INTENT OF DISAPPROVAL AND COMMENCEMENT CERTIFICATE.

AMENITIES AND SPECIFICATIONS FOR FLAT

FLOORING: Granite Vitrified floor tiles in living Room, bed Rooms, Kitchen and passage.

KITCHEN: Granite cooking platform with stainless steel sink with dado of ceramic/ glazed tiles upto window level.

BATH/ TOILET: Colored glaze/ ceramic tile full dado with shower and boiler/ geyser.

PLUMBING: Concealed plumbing with hot and cold water mixture with adequate C.P fillings of reputed brand.

WINDOWS: Powder/ anodized coated aluminum sliding windows with marble/ granite seal.

DOOR: Decorative entrance door with brace fillings and flush doors in bedroom and Bakelite doors in bathroom/ toilets with marble/ granite frames.

PLASTERING: Two coat cement finished outside plaster P.O.P/ Jypsum.

PAINTS: Waterproof cement colour in outer walls and luster/ plastic oil bound washable distemper finished paint.

ELECTRIC: Concealed copper wiring with adequate points and accessories fittings of good quality.

TELEPHONE: Concealed telephone lines in living rooms, bedrooms and Kitchen.
Telephone security system in all flats connected with watchmen's cabin with conference facilities with other members.

ENTRANCE: Decorative Entrance Lobby.

LIFTS: Lifts of reputed company will be provided.