

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at, Mumbai on this _____ day of _____, **TWO THOUSAND AND TWENTY-FIVE (2025);**

BETWEEN

KHUSHI SPACES LLP, a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008, registered under No. "**LLPIN - AAK-9916**", having its registered office at, Office No. 101, Matrupriya Co-operative Housing Society Limited, Link Road, Above Jain Mandir, Chikuwadi, Borivali (West), Mumbai-400092, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of the said Limited Liability Partnership Firm for the time and from time to time constituting the firm and survivors or survivors of them and the heirs, executors and administrators of such survivor of them and his, her or their assigns) of the **ONE PART;**

AND

Mr/Mrs/Miss/Messrs. _____, an adult/s of Indian Inhabitant(s) residing at _____,

hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, his or her or their heirs, executors, administrators and successors), **OF THE OTHER PART: (IN CASE OF INDIVIDUALS)**

OR

M/S. _____, a proprietary concern of Mr. _____, having his office at _____,

and inter-alia, carrying on business as _____, hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) **OF THE OTHER PART: (IN CASE OF SOLE PROPRIETORY CONCERN)**

OR

M/S. _____; a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at _____,

hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, 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), **OF THE OTHER PART: (IN CASE OF PARTNERSHIP FIRM)**

OR

M/S. _____; a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at _____

hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, 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), **OF THE OTHER PART: (IN CASE OF LLP)**

OR

M/S. _____; a Company registered under the Indian Companies Act 1913/ Companies Act 1956 having its registered office at _____

hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall unless it be repugnant to the meaning and context thereof shall deemed to mean and include its successors), **OF THE OTHER PART: (IN CASE OF PRIVATE COMPANY)**

OR

_____ **H.U.F.** a joint and undivided Hindu family, having its Karta or Manager **Mr.** _____ an adult/s of Indian Inhabitant(s), residing at _____

hereinafter called "**the Allottee(s) / Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Karta for the time being of the said _____ HUF the survivor or survivors of them and the heirs, executors and administrators of the last surviving member of the said HUF and as far as Hindu is concerned shall mean and include his heirs, executors and administrators) **OF THE OTHER PART: (IN CASE OF HUF)**

Hereinafter, "**the Developer**" and "**the Allottee(s) / Purchaser/s**" are hereinafter severally referred to as "**a Party**" and collectively referred to as "**the Parties**".

W H E R E A S:

A. One "**SHREE HARI MEGHA CO-OPERATIVE HOUSING SOCIETY LIMITED**", a co-operative housing society, duly registered under the Maharashtra Co-operative Societies Act, 1960, (Maharashtra Co-operative Societies Act, XXIV OF 1960); bearing its Registration No. BOM/(WR)/HSG/TC/5813/1991-92, having its registered office at 9th Kasturba Road (Carter Road), Borivali (East), Mumbai-400066 ("**the Society**") is the owner of all that piece or parcel of land bearing Survey No.23, Hissa No.1, corresponding to C.T.S. Nos. 494, 494/1 to 8, 495 and 495/1

of Village Kanheri, Taluka Borivali, now bearing Final Plot No 30B, of Town Planning Scheme II (Borivali Area), admeasuring 1145.50 square meters (**"the Land"**) togetherwith the building known as "**SHREE HARI MEGHA**" [consisting of 3 (three) Wings, each being Ground + 3 (three) Upper Floors] standing on the said Land, standing thereon (**"the Existing Building"**) lying, being and situate at 9th Kasturba Road (now Carter Road), Borivali (East), Mumbai-400066, and registered in the Books of Collector of land Revenue under of Assessor and Collector of Rates and Taxes under "R/C" Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and as delineated in the **RED** Colour boundary line on the plan annexed and marked hereto as the **ANNEXURE "A"** and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter "the Land" and "the Existing Building" are collectively referred to as **"the said Property"**), by virtue of the application filed of the Society, being Application No. 217 of 2015, before the District Deputy Registrar, Co-operative Societies, Mumbai City (4), Office of the Competent Authority appointed, under Section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale and Management and Transfer), Act, 1963 (**"MOFA"**), the District Deputy Registrar of Co-operative Society, Mumbai City-4, under the provisions of Sub-Section (3) of Section 11 of MOFA, for issuing a Certificate of Entitlement to the said Society to have an Unilateral Deemed Conveyance, thereafter, the District Deputy Registrar of Co-operative Society, Mumbai City-4, vide an Order-cum-Certificate bearing No. "DDR-4/Mum/DC/Shree Hari Megha CHSL/2553/2018", dated 30th August, 2018, certifying that, the Society is entitled to Unilateral Conveyance; accordingly, the Unilateral Deemed Conveyance dated 30th August, 2018 was duly registered with the Sub-Registrar of Assurance at Bombay, under Sr. No. "BRL-8/7655/2018" (**"the said Deed of Conveyance"**).

- B.** The Society is in absolute, exclusive and lawful possession, use, occupation and enjoyment of the said Building standing on the said Property.
- C.** The Society presently comprises of 26 (Twenty-Six) Members (**"Existing Members"**). As the Existing Building is very old and the Society itself is not in a position to redevelop the same, the Society has decided to redevelop the said Property and to appoint a developer for redeveloping the same.
- D.** The said Society, in compliance with the terms of the Circular dated 4th July, 2019, issued under Section 79A of The Maharashtra Co-Operative Societies Act, 1960, had vide the Special General Body Meeting held on 25th September, 2022, in the presence of Mrs. Kanchana Sonwane authorized representative of Dy. Registrar of Co-operative Societies who in turn by her letter dated 19th October, 2022, accorded his approval for the Society to pursue the aforesaid redevelopment process through the Developer (i.e. the Promoter).
- E.** Accordingly, by and under a Development Agreement dated 30th October, 2023, duly registered before the Sub-Registrar of Assurance under serial no "BRL-5/18246/2023 on 30th October, 2023, (**"the said Development Agreement"**) made between the said Society (therein referred to as the "Society/Owner"), of the First Part and the said Developer (therein referred to as the "Developer"), of the Second Part and Mr. Prabhaben J. Shah & Others, (therein referred to as the "Existing Members"), of the Third Part, the said Society with the consent and confirmation of the

Existing Members, have granted the exclusive right for demolition of the said Building, for redevelopment of the said Property, for terms and conditions mentioned therein

- F. In furtherance of the said Development Agreement, the Society has also executed a Power of Attorney dated 30th October, 2023, duly registered before the Sub-Registrar of Assurance under serial no "BRL-5/18247/2023 on 30th October, 2023 ("**the POA**") in favour of (i) Mr. Dinesh Dalichand Jain and (ii) Mr. Rahul Tejraj Jain, both being the Partners of the Promoter herein, to do various things, deeds and acts of the said Property, in the manner therein contained.
- G. In accordance with the terms of the Development Agreement, the Promoter is required to construct a proposed new building/s on the Land by demolishing the Existing Building and handover free of cost to the Society for the benefit of the Existing Members, 26 (Twenty-Six) Residential Premises, and 1 (One) car parking spaces to each of the Existing Members in accordance with the Development Agreement. The balance premises and the balance car parking spaces, (after providing area to the Society Members) in constructed area of the proposed new building/s shall be available to the Promoter and the Promoter shall be entitled to sell, lease, allot or otherwise howsoever dispose such premises (i.e. residential premises and the commercial premises) and the remaining car parking space, in the proposed new building/s, and are entitled to deal with and dispose of the same and enter into the Agreements for Sale with the prospective purchasers for sale of the aforesaid constructed area and also to appropriate / receive the consideration in their names, without any reference and/or recourse to the Society.
- H. The Developer herein has obtained the concession in respect of the said Building from MCGM, pursuant to which the MCGM has granted Intimation of Disapproval ("**IOD**") dated 22nd July, 2024, bearing its reference no. "P-16317/2023/(477)/R/CWard/BORIVALI-R/C/IOD/1/New" in respect of said Property. MCGM has issued a Commencement Certificate ("**CC**") dated 8th January, 2025, bearing its reference no. "P-16317/2023/(477)/R/CWard/BORIVALI-R/C/CC/1/New", for construction of the proposed new building to be constructed on the said Property. The photocopy of the Concession approved by MCGM, IOD and CC are annexed and marked hereto as **ANNEXURE "B" & "B1"** and **"C"** respectively.
- I. The Promoter have appointed **M/s. Pranav Arvind Shah of M/s. Aakar Architects** registered with the Council of Architects as Architect and the said agreement/writing is as per the Agreement prescribed by the Council of Architects. The Promoter have also appointed **Mr. Haresh Laxmanbhai Patel of M/s. Patel Kulkarni Associates** as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoter have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said building unless otherwise agreed upon by the said Architect and/or the Structural Engineer.
- J. **Mr. S P Pandey**, Advocate has issued Title Report dated **15th April, 2025** in respect of the said Property. The copy of the said Title Report, and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **ANNEXURE "D"** respectively.

K. The Promoter have given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Pranav Arvind Shah of M/s. Aakar Architects**, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made there under.

L. Pursuant to the said Deed of Conveyance, the Society had applied for and got their names duly entered and recorded in the Column of Holders in the Extract of the Property Register Card of the said Land and also other related and concerned revenue records. The name of "the Society" has been transferred as "the Owner" into the Column of the Holder in the Extract of Property Register Card / Rule Card in such capacity and in the other related revenue records in respect of the said Property, as maintained by the Talathi under the provisions of the Maharashtra Land Revenue Code, 1966 in the revenue record. The photocopy of the Property Register Card showing the name of the said Society with respect to the said Land is annexed hereto and marked as **ANNEXURE "E"**.

M. As per the D.P. Remark bearing its reference no "Ch.E./DP34202309111487397" D.P. Inward Number: R/C/2023/111487399 payment dated 21st September, 2023, reflects that the said Land [i.e. Final Plot No. 30B], is not affected by any reservations as per the Development Plan (2034) and the said Land is situated in R ® Zone, and there is no reservation on the said Property, save and except as mentioned therein. A copy of the extract of the D.P. Remark dated 21st September 2023 is annexed hereto and marked as **ANNEXURE "F"** hereto.

N. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE "G"**. The Promoter have full 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 if required from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

O. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while development of the said Property, i.e., 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. Based on the approved plans the Promoter have shall commence the construction work on the said Land for constructing the said New Building.

P. The Promoter has registered the said Building being constructed on the said Land, as a real estate project (**"Project"**) with the Maharashtra Real Estate Regulatory Authority (**"Authority"**) under Registration No. " _____ ", under Section 5 of Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**"RERA Rules"**). The RERA

registration certificate in respect of the Project is annexed and marked as **ANNEXURE "H"** hereto.

Q. The Allottee/s understands that, the Promoter is entitled to construct any other or further building/s/ projects on the Property in accordance with the provisions of Sub-Regulation 4 of Regulation 4 of the RERA Rules (defined below) with the plans approved / to be approved from time to time by the Sanctioning Authorities (defined below) as long as the details and area of the premises to be allotted to the Allottee/s remain unchanged.

R. The principal and material aspects of the development of Project as disclosed by the Promoter are briefly stated below:

(i) The Real Estate Project shall be known as "**AVYUKTA MEGHA**".

(ii) Pursuant to the concession drawings approved plan, the Promoter is presently undertaking development of the said Property, as more particularly described in the First Schedule hereunder written, by constructing a multistoried residential-cum-commercial building to be known as "**Avyukta Megha**" comprising of Basement for Pump Room & U.G. Tank plus Ground partly for Shops / Commercial Units and partly for Stilt Car Parking (Stack Car Parking) plus 1st (first) floor and 22nd (Twenty-Two) or more upper floors, for residential premises, to be constructed on the said Property, and Pit Puzzle Parking Tower having 3 (three) Levels of Basements and Ground plus 4 (four) or more upper levels, for parking the car next to the proposed new building (hereinafter collectively referred to as "**the said Building**"). The said Building is earmarked on the plan annexed and marked as **ANNEXURE "I"** hereto.

(iii) The total Floor Space Index ("**FSI**") available as on date in respect of the Project Land is 4370.01 square meters only and Promoter have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation, 1991 or Development Control (Promotion & Regulation), 2034 ("**DCPR**") or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the estimated Floor Space Index of 2.81 as proposed to be utilized by him on the Land in the said Project;

(iv) The Promoter shall construct a real estate project comprising of residential-cum-commercial / retail, mixed use buildings on the Property, as the Promoter may deem fit and proper;

(v) The said Building shall contain the Existing Members Premises and the Sale Premises.

(vi) The Promoter shall be entitled to put hoarding/boards of its Brand Name viz. "**AVYUKTA MEGHA, A PROJECT BY KHUSHI SPACES LLP**", or such other brand name as the

Promoter may deem fit and proper, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards inter-alia on said Land and/or said Building including on the façade, terrace, compound wall or other part of the buildings/wings/wings as may be constructed and developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;

- (vii) The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under RERA on the MahaRERA web portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the Government may prescribe from time to time (hereinafter referred to as "**the MahaRERA Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction of inter-alia the said Land and obtain the Occupancy Certificate in respect of the Project;
- (viii) The Promoter has not availed project finance from any bank or financial institution.
- (ix) The details of mortgage(s) and other encumbrances, if any, with respect to the said Property (or part thereof) are as disclosed on the MAHARERA Website.
- (x) The real estate projects will be constructed along with common area, facilities and amenities for the use and enjoyments of Allottee/s of the units/premises/flats in the said Building ("**Common Area and Amenities of Project**"). The Common Area and Amenities of Project are listed in **ANNEXURE "J"** annexed hereto;
- (xi) The Promoter shall provide the Promoter Specification as set out in **ANNEXURE "J"** annexed hereto ("**Promoter Specifications**");
- (xii) The Project will have 1 (One) main entry and exit gate one on the North-West side of the Land. The entry towards the North-West side of the said Land shall be exclusively be used by all the allottee/s of the residential premises only and the frontage towards the 9 Kasturba Road (i.e. the 9th Carter Road) outside the Shop, shall exclusively be used by all the Members / Allottee/s of the commercial premises only. The entry and exit gates shall form part of Common Area and Amenities of Project.
- (xiii) The Allottee/s and the other allottees in the Real Estate Project shall become members of the said Society.
- (xiv) The Allottee/s of the units/premises/flats in the real estate projects forming part of the Project shall be liable and responsible to pay proportionate maintenance cost/charges in respect of the Common Area and Amenities of Project as may be determined by the Promoter from time to time.

S. The Allottee/s after being fully satisfied in respect of title of the Promoter in respect of the said Property to redevelop the same has/have approached the Promoter to allot him/her/them for allotment of **Flat / Unit / Premises bearing No. _____**, admeasuring ____ Sq. ft. RERA Carpet Area, on the proposed ____ Floor, (hereinafter referred to as "**the said Premises**") together with an exclusive rights to use ____ (____) number/s of Car Parking Space in the Stilt / Open / Pit Puzzle Parking Tower" ("**the said Car Parking Space**") of the proposed building known as "**Avyukta Megha**" (hereinafter referred to as "**the said Building**"), for an agreed lump sum aggregate consideration of Rs. _____ /- **(Rupees _____ Only)** (hereinafter referred to as "**the Sale Consideration**") and on the terms and conditions as hereinafter appearing. Hereinafter, "the said Premises" and "the said Car Parking Spaces", are collectively referred to as "**the said Premises**", more particularly described in the **SECOND SCHEDULE** hereunder written and shown in **RED** colour hatched lines on the plan annexed hereto and marked as **ANNEXURE "K"**.

T. The RERA Carpet Area of the said Premises shall mean area as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Authority.

U. Prior to execution of this Agreement, the Allottee/s has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to (i) the title of the Promoter to develop the said Building and such title being clear and marketable; (ii) all the approvals, permissions, sanctions of all relevant authorities for the development of the Property, the said Land, plans and designs, specifications, approvals of the layout plan, IOA/IOD, CC, building plans, floor plan, etc. and such other documents as required under Section 11 of RERA obtained till date and (iii) the Promoter's entitlement to develop the said Property and construct the said Building under various provision of the DCR and applicable law and sell the premises therein. The Allottee/s is/are fully satisfied with the title of Promoter in respect of the Property, and the said Land and the Allottee/s do and each of them doth hereby agrees and undertakes not to hereafter raise any requisitions and/or any objection and/or make any requisitions with respect to the title of the Promoter to the said Property. The Allottee/s undertakes that they have verified with their financial advisor and confirm that the Allottee/s has the financial capacity to consummate the transaction.

V. The Allottee has prior to the date hereof, examined a copy of the RERA certificate and has caused the RERA certificate to be examined in detail by their Advocate and Planning and Architectural consultants. The Allottee have agreed and approved to the development of the said Property. The Allottee have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA rules and have understood the documents and information in all respects.

W. 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.

- X. Allottee/s Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the Premises with the Allottee/s i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- Y. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises and the Allottee/s has agreed to pay to the Promoter, the Sale Consideration in the manner hereinafter appearing.

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

1. INTRODUCTION:

The recitals, schedules and annexure in and to this Agreement for Sale ("**Agreement**") form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety.

2. THE PROJECT:

- 2.1. The Promoter is desirous of construction of the a multistoried residential-cum-commercial building to be known as "**Avyukta Megha**" comprising of Basement for Pump Room & U.G. Tank plus Ground partly for Shops / Commercial Units and partly for Stilt Car Parking (Stack Car Parking) plus 1st (first) floor and 22nd (Twenty-Two) or more upper floors, for residential premises, to be constructed on the said Property, and Pit Puzzle Parking Tower having 3 (three) Levels of Basements and Ground plus 4 (four) or more upper levels, for parking the car next to the proposed new building (hereinafter collectively referred to as "**the said Building**") on the said Property, in accordance with the plans, designs, specifications and elevations as approved by the MCGM and which have been inspected and approved by the Allottee/s with such variations, modifications and alterations as the Promoter may have considered, subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect / Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. The Promoter shall not be required to obtain prior

approved of the Allottee/s in respect of any alteration, changes, variations or modifications so long as the same do not affect the area of the Allottee/s.

2.2. The Promoter hereby declare that the Floor Space Index available as on date in respect of the Project Land is 4370.01 square meters only and Promoter have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation, 1991 or Development Control (Promotion & Regulation), 2034 ("DCPR") or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the estimated Floor Space Index of 2.81 as proposed to be utilized by him on the Project Land in the said Project and Allottee/s have agreed to purchase the premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

2.3. In the event of there being any increase in the potential of the land under construction by the Promoter due to any notification/circular or the MCGM/concerned authority and/or the implementation of the DCPR, the increase in the potential shall solely belong to the Promoter alone and the Allottee/s shall in no event claim any right there on or objection in that regard, as far as the Promoter comply with the provisions of the Act and take the approval of the Allottee/s in the Project. The Allottee/s agrees, undertakes and assures to give such declaration/approval /no-objection/ or any writing, as may be required, in favour of the Promoter for the aforementioned purpose.

3. THE SAID PREMISES:

3.1. The Allottee/s doth / do and each of them doth hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Allottee/s, **Flat / Unit / Premises bearing No. _____, admeasuring _____ Sq. ft. RERA Carpet Area,** on the proposed _____ **Floor**, (hereinafter referred to as "**the said Premises**") together with an exclusive rights to use _____ (____) number/s of Car Parking Space in the Stilt / Open / Pit Puzzle Parking Tower" ("**the said Car Parking Space**") of the proposed building known as "**Avyukta Megha**" (hereinafter referred to as "**the said Building**"). Hereinafter, "the said Premises" and "the said Car Parking Space" are collectively referred to as "**the said Premises**", and more particularly described in the **SECOND SCHEDULE** hereunder written and shown in **Red** colour hatched lines on the plan annexed hereto as **ANNEXURE "K"** (hereinafter referred to as "**the Premises**") for the lump sum consideration of **Rs. _____ /- (Rupees Only)** ("**the Total Sale Consideration**") (subject to tax deducted at source), as more particularly described in the **Third Schedule** hereunder written, which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities.

3.2. The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee, garage/covered car parking space at _____ level basement / podium / stilt / mechanical car parking unit bearing No. _____ admeasuring _____ square feet having _____ feet length x _____ feet breadth x _____ feet vertical clearance.

OR

The allottee has required the promoter for allotment of an open car parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing no. _____ admeasuring _____ square feet having _____ feet length x _____ feet breadth.

4. CONSIDERATION:

4.1.

The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ Rupees _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively

The Allottee/s has paid to the Promoter the entire sum of **Rs. _____/- (Rupees _____ Only)** being the earnest money on or before the execution of this Agreement (the payment and the receipt whereof the Promoter do hereby admit and acknowledge) and shall pay the balance sum of **Rs. _____/- (Rupees _____ Only)** ("the said Balance Consideration"), as more particularly described in the **THIRD SCHEDULE** hereunder written.

4.2. The Total Consideration to be paid by the Allottee/s to the Promoter under this Agreement shall be made by cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Designated Account. In case of any financing arrangement entered by the Allottee/s with any bank or financial institution with respect to the purchase of the Premises, the Allottee/s undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse / pay all such amounts forming part of the Total Sale Consideration as due and payable to the Promoter on the respective dues date/s through an account payee cheque / demand draft / pay order / wire transfer / any other instrument in favour of the Designated Account, as the case may be. Any payment made in favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Allottee/s.

4.3. In addition to the Total Sale Consideration, and all amounts payable under this Agreement, the Allottee/s further agree/s, undertake/s and covenant/s that while making payment of instalment of the Total Sale Consideration and applicable GST thereon as applicable and any other new taxes or any taxes under any nomenclature including but not limited to any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee/s to the Promoter along with and in addition to each instalment or as may be demanded by the Promoter. The Allottee/s after making payment of each instalment and GST, on or before 7th day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective form/s is/are filed, shall furnish challan to the Promoter. The Allottee/s is/are aware that, the time to make the payment of instalments and GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the instalment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest calculated at the then prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to the Promoter on all delayed payments from the due date till the date of realization thereof.

4.4. The Allottee/s agree to deduct TDS at applicable rate on the Total Sale Consideration (presently at the rate of 1% of the amount paid or as may be amended from time to time), as per the Income Tax Act, 1961 as may be applicable from time to time and pay the same into the requisite Government Income Tax account and further the Allottee/s agree and undertake to furnish to the Promoter a TDS Certificate in this regard within 30 (Thirty) days from the date of deduction of TDS. In the event the Allottee/s fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the

Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

- 4.5.** It is further agreed and understood that the Total Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose such notification/order/rule/regulation published/ issued in that behalf to that effect along-with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 4.6.** Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee/s shall pay to the Promoter interest at the rate of 24% per annum on all amounts which are due and/or payable by the Allottee/s to the Promoter under the terms of this Agreement from the date any of the aforesaid amount/s is due and/or payable by the Allottee/s to the Promoter until the date such outstanding amount is received by the Promoter.
- 4.7.** The Allottee/s agrees and confirms that, in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee/s.
- 4.8.** The Total Sale Consideration is exclusive of Contribution, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Premises or otherwise, now or in future. The Allottee/s confirm/s and agree/s that, the Contribution, Other Charges and Taxes for the Project shall be solely borne and paid by the Allottee/s and the Allottee/s agree/s to pay the same when due or demanded, without any demur, objection or set off. The Allottee/s shall also fully reimburse the expenses that, may be incurred by the Promoter, consequential upon any legal proceedings that, may be instituted by the concerned authority/ies against the Promoter or vice-versa on account of such liability arising out of non-payment of the aforesaid amounts by the Allottee/s.
- 4.9.** In addition to the above, the Allottee/s shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the Taxes as may be applicable for utilizing the additional facilities and amenities as provided in the Project and permitted to be utilized by the Allottee/s.

4.10. It is specifically agreed that Promoter has agreed to enter into this Agreement and agreed to sell the Premises and accept the aforesaid Total Sale Consideration on the specific assurance of the Allottee/s that, the Allottee/s shall:

- (i) Make payment of the instalments the Total Sale Consideration alongwith applicable taxes as mentioned in this Agreement, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- (ii) Observe all the covenants, obligations and restrictions stated in this Agreement;
- (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee/s; and
- (iv) It is specifically agreed that the Total Sale Consideration is a composite price without there being any apportionment.

4.11. The Total Sale Consideration is only in respect of the said Premises. The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the car parking space/s.

4.12. Due to any increase on account of development charges, premium, betterment charges, cost, or levies imposed and/or 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 then the same shall be collected by the Promoter from the Allottee/s under the head Other Charges. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments and the Allottee/s shall pay the same to the Promoter as per the next milestone of the payment plan.

4.13. The Total Sale Consideration is exclusive of Contribution, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the said Premises or otherwise, now or in future. The Allottee/s confirm/s and agree/s that the Contribution, Other Charges and Taxes for the Project shall be solely borne and paid by the Allottee/s and the Allottee/s agree/s to pay the same when due or demanded, without any demur, objection or set off. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoter, consequential upon any legal proceedings that may be

instituted by the concerned authority/ies against the Promoter or vice-versa on account of such liability arising out of non-payment of the aforesaid amounts by the Allottee/s.

- 4.14.** In addition to the above, the Allottee/s shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the Taxes as may be applicable for utilizing the additional facilities and amenities as provided in the Project and permitted to be utilized by the Allottee/s.
- 4.15.** The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.
- 4.16.** In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment.

5. PAYMENTS:

With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree/s, declare/s and confirm/s that:

- 5.1.** The time for payment of the installments of the Total Sale Consideration and other amounts payable under this Agreement shall be of the essence of this Agreement and the Allottee/s shall, on a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Total Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (Seven) days of the Promoter's said written demand, without any delay, demur or default. Without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at Interest Rate on all delayed payments and the Promoter is entitled to recover this interest for any delayed payments. It is however agreed that the maintenance charges shall become payable at the time of handover of possession of the said Premises and shall be charged at rate that is prevailing at the time of handover of possession of the said Premises.
- 5.2.** The Allottee/s hereby agree/s, confirm/s and undertake/s that, an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced and completed. The aforesaid instalments shall be paid within 7 (Seven) days from the receipt of such

intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts.

- 5.3.** In case the Allottee/s enters into any loan / financing arrangement with any bank / financial institution as envisaged at Clause ___(Loan against the said Premises) below, it shall be the sole and entire responsibility of the Allottee/s to ensure the timely payment of the Total Sale Consideration, GST and other applicable taxes, Contribution, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder and such bank / financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein.
- 5.4.** In the event of delay and/or default on the part of the Allottee/s in making payment of any Taxes, GST, TDS or any other tax, levies, cess, etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under Applicable Law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess, etc. along with interest, penalty, etc. payable thereon, from the due date till the date of adjustment.
- 5.5.** The Promoter shall not be liable to refund any amounts paid by the Allottee/s towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or the MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) togetherwith such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Sale Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or the Allottee/s shall pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise.
- 5.6.** The Allottee/s hereby agrees and undertakes that, it shall be obligatory and mandatory upon the Allottee/s to contribute and pay his/her/its/their proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the said Premises and/or the Project and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the Premises/unit, etc. and the Allottee/s shall not be entitled to ask for or claim adjustment or settlement of the Contribution and/or any other amounts collected by the Promoter under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the said Premises and/or the said Land

and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or maintenance charges and/ or any other amounts by whatsoever name called and collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the said Premises and/or the said Land and/or the Project or any part or portion thereof payable by the Allottee/s under this Agreement to the Promoter and/or its nominees and/or the competent authority/ies or otherwise.

5.7. The Allottee/s hereby agrees and undertakes that, he/she/they accords his/her/their consent that, any payment made by the Allottee/s to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards Taxes and statutory dues in relation to the said Premises and/or this Agreement;
- (ii) secondly, towards interest on any delayed amounts payable hereunder;
- (iii) thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Sale Consideration;
- (iv) finally, towards Total Sale Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee/s, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.

5.8. The Total Sale Consideration to be paid by the Allottee/s to the Promoter under this Agreement shall be made by cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Designated Account more particularly described in the **THIRD SCHEDULE** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank or financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse / pay all such amounts forming part of the Total Sale Consideration as due and payable to the Promoter on the respective dues date/s through an account payee cheque / demand draft / pay order / wire transfer / any other instrument in favour of the Designated Account, as the case may be. Any payment made in favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Allottee/s.

5.9. The payment towards the Contribution, Other Charges and Taxes shall be made by the Allottee/s to the Promoter in accordance with the demand raised by the Promoter in such account as may be directed by the Promoter.

5.10. Notwithstanding anything contained herein, it shall always be obligatory on the part of the Allottee/s to pay the installments of the Total Sale Consideration as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the Total Sale Consideration irrespective of the fact that the Allottee/s has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Allottee/s has / have applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the installments of the consideration amount, the Promoter shall be entitled to enforce their rights as mentioned herein.

5.11. Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.

5.12. The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

6. POSSESSION & CONSEQUENCES:

6.1. The possession of the said Premises shall be offered by the Promoter to the Allottee/s after the said Premises is ready for use and occupation and after the occupation certificate in respect of the said Premises is obtained on/or before _____ ("the Possession Date"), provided all the amounts towards the Total Sale Consideration, Contribution, Other Charges and Taxes and all other amounts due and payable by the Allottee/s under this Agreement are duly paid by the Allottee/s. The Promoter shall endeavour to offer possession of the said Premises to the Allottee/s on or before the Possession Date, set out in this Agreement, subject to force majeure events and other factors as specified herein. PROVIDED HOWEVER, it is hereby clarified and agreed by the Allottee/s that, in the event, even after receipt of occupation certificate, if the Government authorities are unable to provide necessary infrastructure facilities owing to

shortage of such infrastructure, then, the Promoter shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Allottee/s hereby expressly confirms that, the Allottee/s shall not raise any objection in that regard and shall accept possession of the said Premises from the Promoter.

6.2. The Allottee/s hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Allottee/s hereby acknowledges that, the water connection from the concerned authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Promoter responsible and liable for the same. The ad-hoc maintenance charges shall become payable at the time of handover of possession of the said Premises and shall be charged at rate that is prevailing at the time of handover of possession of the said Premises.

6.3. Provided that the Promoter shall be entitled to reasonable extension of time for offering the possession of the said Premises on the aforesaid date, if the completion of building in which the Premises 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.

6.4. Subject to Force Majeure events, if construction of the Project is not completed even within stipulated time period as mentioned in clause 6.1. hereinabove, then by the end of such time period, the Allottee/s shall be entitled to opt for an exit from the Project. If the Allottee/s decide/s to opt for an exit, the Promoter shall be required to refund to the Allottee/s the Total Sale Consideration paid by the Allottee/s to the Promoter till then (after deducting any Taxes and Other Charges, etc.) alongwith interest as may be prescribed under RERA from time to time, provided the Allottee/s executes and registers a Deed of Cancellation in respect of the said Premises with the Promoter and hands over all original documents executed in respect of the said Premises including the Agreement for Sale. The Allottee/s hereby agrees and acknowledges that, upon termination, the Allottee/s shall not have any further claim against the Promoter, in respect of the said Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell and/or transfer and/or dela with and/or dispose off, the said Premises or any part thereof, to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion. It is hereby clarified that on the occurrence of the aforesaid events as mentioned in clause 6.3. hereinabove, the Allottee/s shall not be entitled to claim any interest/damages/compensation whatsoever.

6.5. The Allottee/s agrees that, the return of the payment mentioned in Clause 6.4. above constitutes the Allottee/s sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoter for the said Premises for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 6.4. above, the amounts paid by the Allottee/s towards the GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding GST amount paid/ deposited, from the statutory authorities and not otherwise.

6.6. Upon possession of the Premises being delivered to the Allottee/s, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the said Premises, other than structural defect liability as per the provisions of RERA.

6.7. Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Land or any part thereof.

6.8. The Allottee/s agrees that, the return of the payment mentioned in clauses 6.4. above constitutes the Allottee/s sole remedy in such circumstances and the Allottee/s foregoes and waives any and all of his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

6.9. Upon receipt of the occupation certificate in respect of the Project the Promoter shall give a written intimation to the Allottee/s calling upon the Allottee/s to pay the balance Total Sale Consideration, Contribution, Other Charges and Taxes, within 15 (Fifteen) days of such notice. Upon receipt of the aforesaid amounts from the Allottee/s, the Promoter shall call upon the Allottee/s to take possession of the said Premises, within 15 (Fifteen) days of the Promoter giving such written notice to the Allottee/s. Upon the expiry of the said period of 15 (Fifteen) days, it shall be deemed that the Allottee/s has / have taken possession of the said Premises and the said Premises shall be at the risk of the Allottee/s (irrespective of whether possession of the said Premises is actually taken by the Allottee/s or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the said Premises. It is agreed that irrespective whether possession of the said Premises is actually taken or not by the Allottee/s, the Allottee/s shall be responsible and liable to bear and pay to the Promoter and/or the Society as the case may be all outgoings in respect of the said Premises, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone

cables, waterlines, drainage lines, sewage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Project. The Allottee/s shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

- 6.10.** The Allottee/s shall use the residence premises or any part thereof or permit the same to be used only for purpose of residence use only and the Allottee/s in respect of the commercial area or any part thereof or permit the same to be used only for purpose of commercial use only. They the Allottee/s shall use the car parking space only for purpose of keeping or parking motor vehicle(s) only.
- 6.11.** As part of the transaction contemplated herein, the Allottee/s shall, simultaneously with the Promoter offering possession of the said Premises, pay to the Promoter, *inter alia* Contribution and Other Charges as are set out in **ANNEXURE "L"** annexed hereto.
- 6.12.** The Allottee/s shall, prior to taking possession of the said Premises, examine and satisfy himself/herself/itself with the carpet area of the said Premises and the specification provided in the said Premises. Thereafter, the Allottee/s shall have no claim against the Promoter with respect to the said Premises or any other Common Area and Amenities of Building or any specification allegedly not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise. It is clarified that the Promoter shall not be liable or responsible to make good / repair any damage caused by the Allottee/s or its representatives to the said Premises and/or the amenities / fixtures provided in the said Premises at the time of examination of the said Premises as set out above.
- 6.13.** Subject to what is otherwise stated in this Agreement, if within a period of 5 (Five) years from the date of handing over possession or the Allottee/s deemed to have taken the possession in respect of the said Premises from the Promoter, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect or damage in the said Premises within such period of 5 (Five) years, then, wherever possible such defect or damage shall be rectified by the Promoter at its own cost.
- 6.14.** In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or changes and/or alterations, etc. carried out by the Allottee/s and any other allottee/s/occupants of the other premises in the Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for

any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc., carried out by the Allottee/s and any other allottee/s/occupants of the Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

6.15. PROVIDED FURTHER THAT, if any, defect or damage is found to have been caused due to the negligence of the Allottee/s and/or any other allottee/s and/or his/her/their agents and/or structural defects caused and/or attributable to the Allottee/s including by carrying out structural and/or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess and/or heavy load or using the said Premises other than for its intended purpose or such other reasons attributable to the Allottee/s, then the Promoter shall not be liable for the same.

6.16. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 15 (Fifteen) days of receiving the Occupancy Certificate of the Real Estate Project.

7. DISCLOSURES AND TITLE :

The Allottee/s agree/s, declare/s and confirm/s that: -

7.1. Title:

The Allottee/s further confirms and warrants that, the Allottee/s has/have independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title of the Promoter to develop the Property and said Land as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and said Land and waives his/her/their right to raise any queries or objections in that regard. The Allottee/s further confirms that, the Allottee/s was / were provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Allottee/s further confirms that, the queries raised by him/her/them with regard to the said Premises, the Project, the Property and the terms hereof have been responded to by the Promoter. The Allottee/s confirms that the Allottee/s has / have been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement and has agreed to purchase the said Premises on the terms and conditions set out in this Agreement. The Allottee/s has / have accepted the right, title and interest of the Promoter and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Allottee/s hereby confirms that, the

Allottee/s has/have agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner or otherwise, of whatsoever nature.

7.2. Approvals:

- 7.2.1.** The drawings, plans and specifications are duly approved and sanctioned by the Sanctioning Authorities in respect of the Project and the floor plan of the said Premises;
- 7.2.2.** The particulars of the Promoter Specifications to be provided in the said Premises are more particularly mentioned in **ANNEXURE "J"** annexed hereto;
- 7.2.3.** all particulars of the designs and materials to be used in the construction of the said Premises and the Project;
- 7.2.4.** the nature of the Organisation;
- 7.2.5.** the Approvals obtained and to be obtained in relation to the Project;
- 7.2.6.** the various amounts and deposits that are to be paid by the Allottee/s including the Total Consideration, Contribution, Other Charges and Taxes;
- 7.2.7.** the nature of responsibilities of the Promoter under this Agreement;
- 7.2.8.** the nature of the right, title and interest of the Allottees of the said Premises in the Project;
- 7.2.9.** the details of the scheme of the development of the Project envisaged by the Promoter;
- 7.2.10.** at present, the Promoter estimates that the full and maximal development potential of the Property may permit utilisation of the full FSI on the Property. The aforesaid development potential may increase during the course of development of the Project, the Property and the Promoter shall be entitled to all such increments and accretions and shall be entitled to utilise the same on the

Property, in the manner as it may solely decide, and the Allottee/s hereby confirms and agrees the same;

7.3. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be only restricted to the said Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Total Consideration, Contribution, Other Charges and Taxes, interest (if any) strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Promoter has informed the Allottee/s that, the Promoter may / is develop / developing the Project as one composites layout and shall be entitled to develop / deal with the Property, open area / amenity area, without any reference or recourse or approval or concurrence from the Allottee/s in any manner whatsoever and the Promoter shall be solely entitled to deal with such Premises / benefits / rights / areas in remaining phases of the real estate projects being developed on the Property, open area / amenity area;

7.4. The Allottee/s has/have been apprised and made aware and the Allottee/s agree/s, acknowledge/s and confirm/s:

7.4.1. the development of the Project may / is being undertaken as per the layout plan approved in respect of the Project, on such terms and conditions as the Promoter may deem fit and proper;

7.4.2. in the course of development of the Project, the Promoter shall be entitled to amend or substitute the layout plan (including but not limited to Common Area and Amenities of Project and the Common Area and Amenities of Building), building plans, floor plans (save and except the said Building unless otherwise required by the sanctioning authorities and permitted under RERA Act read with RERA Rules), elevations and designs from time to time in accordance with Applicable Laws and the Allottee/s further agrees, acknowledges and confirms that approval / permission of the Allottee shall not be required for the same as long the area of the Premises remains unaltered. In any event, the Promoter proposes to amend the layout plan with respect to the Project so far as the same does not affect the Premises, the approval / permission of the Allottee/s is not required;

7.4.3. the Promoter shall be at liberty and be entitled to amend the Plan / building plan of the Property;

7.4.4. the Promoter has procured certain development approvals till date in respect of

the Project, which are uploaded on the MahaRERA Portal and shall procure and upload the balance approvals on the MahaRERA Portal from time to time as required under RERA. The Allottee/s hereby consents and confirms that, it shall be the sole responsibility of the Allottee/s to review and visit the MahaRERA Portal from time to time to get regular updates on the development/construction approvals of the Project and that the Promoter shall not be required to send any separate updates to the Allottee/s herein; and

7.4.5. the Allottee/s acknowledges the right of the Promoter to amend / revise the building plans and the Plan, in the interest of the development to be undertaken on the said Land, the Property subject to provisions of the Applicable Law and hereby accord/s his / her / their / its approval to the Promoter in respect of the same.

7.5. Building and Construction

7.5.1. All materials including marble, granite, timber etc., contain veins and grains with totality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim/s against the Promoter in this regard.

7.5.2. The Promoter is not making any statement, declaration, representation, warranties, guarantees, etc., with respect to the show Premises, height of the ceiling of the show Premises, measurements, layout of the show Premises, area of the show Premises, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc. and the Promoter does not warrant and/or guarantee the accuracy with respect to the same and the same shall not be provided by the Promoter, in the said Premises and/or any other Premises and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show Premises and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Allottee/s as statements and/or representations of fact and the Allottee/s have not agreed to acquire the said Premises on the basis of such show Premises, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to for many part of the transaction contemplated herein. The details of the said Premises shall be mentioned herein and the same shall be final.

8. AMENITIES:

The fixtures, fittings and amenities to be provided by the Promoter in the said Building and in the said Premises are stated in the **ANNEXURE "J"**. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Promoter's discretion.

9. PROMOTER REPRESENTATIONS & WARRANTIES:

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

- a. The Promoter have obtained the development rights and the same is clear and marketable title with respect to the Project as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project and also has actual, physical and legal possession of the Project for the implementation of the Project as per the said Development Agreement(s);
- b. The 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 as may be necessary;
- c. Save and except as mentioned herein, there are no encumbrances upon the project land or the Project;
- d. There are no litigations pending before any Court of law with respect to the project land or Project;
- 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 shall be obtained by following due process of law and the Promoter have 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 Banking Account(s) shall be used as per the laws/rules/regulations under Maha-RERA and withdrawals there from shall be made in the manner as provided under the Act;
- g. The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- h. The Registration of the Project under Maha-RERA is valid and subsisting.
- i. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land / Premises, including the Project and the said Premises, which will adversely affect the rights of Allottee/s under this Agreement;

- j. The Promoter confirm that, the Promoter are not restricted in any manner whatsoever from selling the said Shop/Premises to the Allottee/s in the manner contemplated in this Agreement;
- k. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in term of the Development Agreement;
- l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project.

10. ALLOTTEES ACKNOWLEDGEMENT:

The Allottee/s confirms and acknowledges that the Allottee/s has been appraised and made aware and the Allottee/s has agreed that:

- 10.1.** The Promoter shall be entitled to redevelop the said Property / the Project without requiring any approval from the Allottee/s and/or the Association.
- 10.2.** The Promoter is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or any floating rights which is or may be available in respect of the Project Land and/or any potential that, is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Promoter shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.
- 10.3.** The Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or the said Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottee/s in respect of the said Premises and in accordance with the provisions of the Act.
- 10.4.** The Promoter shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.

10.5. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land togetherwith the said Building are transferred to the Association. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

10.6. The Promoter shall be entitled to construct site offices / sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is leased/conveyed to the Association until the development of the Project Land together with development of amalgamated lands is fully completed.

10.7. In the event any flats / premises / spaces / areas in the said Building are unsold / un-allotted / unassigned on execution and registration of the conveyance to the Society / Apex Body or Federation, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove.

10.8. The Promoter shall be entitled to designate any spaces / areas on the said Project or any part thereof (including on the terrace and basement levels of the said Project) for third party service (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the flats/units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub stations, towers) in respect of the utility services may be laid / provided in the manner the Promoter may require, and may be utilized in common by occupant is flats/units/premises in the said Project. The Promoter and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities.

10.9. The name of the said Project shall always be "**Avyukta Megha**" - a Project by Khushi Spaces LLP" and shall not be changed without the prior permission of the Promoter. The Society's name shall always remain "Shree Hari Megha C.H.S.L.". However, the Promoter have the right to add a prefix and/or suffix to the name of the said Building as they shall deem fit and proper.

10.10. It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the Allottee/s shall be required to obtain prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement.

10.11. The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s's financial and other capabilities to pay the Total Sale Consideration and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

10.12. The Promoter shall be entitled to offer possession to the commercial premises constructed on the ground, as may be approved by the MCGM, once the necessary part / full Occupation Certificate has been issued by the MCGM to that effect. The Allottee/s shall have no objection to the same in any manner whatsoever.

11. ALLOTTEE/S UNDERTAKINGS AND ASSURANCES:

The Allottee/s or himself/themselves with intention to bind all persons into whosoever hands the said Premises, may hereinafter come, hereby undertakes, assures and covenants with the Promoter as follows for the purpose of inter-alia ensuring the soundness and safety of the said Building for maintaining the value of the said Building and for ensuing that any easement in respect of the aforesaid remains unaffected:

- (a)** Not to do or suffer to be done anything in or to the said Building, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Building or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Building;
- (b)** Not to raise any objection to the Promoter completing the construction of the Project in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises;
- (c)** Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the

upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Building;

- (d) Not to change the user of the said Premises and to comply with stipulations and conditions lay down by the Promoter / its designated Project Manager or the Society with respect to the use and occupation of the said Premises;
- (e) Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support shelter and protect other parts of the said Building;
- (f) Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Building;
- (g) Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;
- (h) To keep sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building;
- (i) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- (j) 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 slabs or any other of the projections from the said Premises, within the said Premises, nor chisel or in any manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI / development potential of the said Project;
- (k) In the event of the Allottee/s carrying out any renovation / repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation/repair and the Promoter's obligation to rectify any defects(s) or compensate for the same under these presents or under any laws/rules shall immediately cease and the Allottee/s / the Society / the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard;
- (l) To maintain the aesthetic of the said Building and to ensure the quiet and peaceful enjoyment by all the Allottee/s / occupants therein and for the common benefits of all, and to preserve and maintain the safety, security and value of the said Premises and the Said Building, the Allottee/s agree and covenant as follows:

- i. Not to affix and fixtures or grills on the exterior of the said Building for the purpose of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter.
- ii. Not to install a window air-conditioner within or outside the said Premises. Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s as not to affect the structure, facade and/or elevation of the Building in any manner whatsoever. The cut-outs for the piping would be provided by the Promoter and the Allottee/s shall not at any point of time make / create new cut outs in the RCC structure.
- iii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Building. If the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at their own cost. The Allottee/s(s) will not erect, install or fix temporarily or permanently any furniture/fixtures or beautification installations outside the main door i.e. in the building/floor Common area Lobby.
- iv. Not to any time cause or permit any public or private nuisance or to use the loudspeaker etc., in or upon the said Premises and the said Building or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering hardship or disturbance to the occupants or the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises and the said Building or any part thereof shall not enter the restricted areas / no entry zones as may be designated by the Promoter in the said Building and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the said Building and or the lifts installed in the said Building.
- v. Not to 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 and/or open spaces not litter or permit any littering in the common areas in or around the said Premises and/or the said Building and at the Allottee/s'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 and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

- vi. Not to do either by themselves or through any other person 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.
- vii. Not to display/permit to be displayed at any place in/upon the said Building or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisements, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The 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.
- viii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, and furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s / labourers / contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or ain any areas within the said Building.

(m) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with the building rules, regulations and bye-laws for the time being of the concerned authority and the government and other public bodies.

(n) Not to violate and to observe and perform all the rules and regulations which the promoter / its designated Project Manager or the Society or Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lay down by the Promoter / its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Said Building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- (o) Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users / Allottee/s of premises of the said project to the access, ingress and egress into and upon the said Building, the Non-Residential Component, the Building amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason notwithstanding that there shall be or any be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry;
- (p) Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Building which is or may, or which in the opinion of the Promoter is or any, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee/s shall not hold the Promoter so liable;
- (q) Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
- (r) Not to, in any manner, enclose any flower beds / planters / ledges / pocket terrace(s) / deck areas 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 shall keep the same unenclosed at all time.
- (s) Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice advertisement, name plate or sign or announcement flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (t) Not to park at any other place and shall park all cars in the car parking space(s) only as may be permitted / allotted by the Promoter.
- (u) Commercial Activities having / creating nuisance value shall not be permitted in any of the Residential and/or Commercial Premises such as Hospital, Nursing Homes, Hotels, Bar & Restaurant, Food Outlets, Wine Shop, Mutton Shop, Flour Mill, Religious Activities, Gambling Dens, Massage Parlours, Beauty Parlors & Hair Salons shall not be permitted. It

is further clarified that, if the nature of the activity which is permitted does not specifically find place herein above list, the same shall be understood to be such activity which shall neither require to be operated round the clock nor requires Open / Live Fire Flames and further cause any disturbance/annoyance/nuisance to the Society.

- (v) To operate the Commercial Units viz. 24x7 Medical Stores, Clinics and Poly-Clinics, Day Care Centre, Pathological Laboratories, Diagnostic Centres, Milk Booths, Hair Salon / Tuition Classes, Nursery / Play Group, etc. it is further clarified that, if the nature of the activity which is permitted does not specifically find place herein above list, the same shall be understood to be such activity which shall neither require to be operated round the clock nor requires Open / Live Fire Flames and further cause any disturbance / annoyance / nuisance to the Society.
- (w) Not to object to the permission granted / to be granted by the Promoter to any other Shop Allottee/s for the use of their respective appurtenant spaces and the car parking space(s) as may be allotted.
- (x) Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for the water supply through tankers made for their convenience. The Allottee/s acknowledges that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye-laws of the MCGM and agrees not to hold the Promoter responsible for the same. The Allottee/s is aware that alternate arrangements for water supply through tankers will be made for the Allottee/s convenience. Expenses incurred for the same will be charged in the maintenance bill till MCGM water connection is received.
- (y) The Allottee/s has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Promoter and Allottee/s has fully verified the same. The Allottee/s agrees and confirms not to make demand of any additional information in respect thereof.
- (z) Not to demolish or cause to be demolished the Flat/Shop/Premises 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/Shop/Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop/Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Premises 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/Shop/Premises 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/Shop/Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

(aa) 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/Shop/Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(bb) Pay to the Promoter within 15 (Fifteen) days of demand by the 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/Shop/Premises is situated.

(cc) 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/Shop/Premises by the Allottee/s for any purposes other than for purpose for which it is sold.

(dd) It is agreed that until the date the Promoter offers possession of the said Premises to the Allottee/s, provided that the Promoter has received the Total Sale Consideration, Contribution, Other Charges and the Taxes and all amounts due and payable from the Allottee/s (**"Lock-in Period"**), the Allottee/s shall not be entitled to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its rights, entitlements and obligations under this Agreement, save and except with prior written permission of the Promoter and subject such terms and conditions and such charges as the Promoter may deem fit and proper. The Allottee/s acknowledge/s the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Allottee/s agree/s to abide by the same. In the event, the Allottee/s assign(s)/transfer(s) its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoter shall be entitled to terminate this Agreement and the consequences of termination as set out in this Agreement shall become applicable.

(ee) The Allottee/s hereby expressly agrees that so long as the loan remains unpaid/outstanding, the Allottee/s, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and the Allottee's Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Organisation about the lien/charge of such Allottee's Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

(ff) The Allottee/s shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason

of any action that the Allottee's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the loan in respect of the said Premises. Notwithstanding the provisions hereof, the Allottee/s hereby agrees and undertakes that the Promoter shall have first lien / charge on the said Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Allottee/s further undertakes to reimburse the same to the Promoter without any delay, default or demur.

- (gg)** The 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 Flat/Shop/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lay down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop/Premises 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.
- (hh)** Not to shift or alter the position of the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat/Shop/Premises/Building in any manner whatsoever. Do not move, alter, fidget with pipes suspended from the ceiling and/or not to enclose trap doors provided in bathrooms and kitchens,
- (ii)** Irrespective of a dispute, if any, arising between the Promoter and the Allottee/s and/or the Association all amounts, contribution and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually to the Promoter and shall not be withheld by the Allottee/s for any reasons whatsoever.
- (jj)** The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time.
- (kk)** The Allottee/s hereby agrees that, in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and/or the said Building, the same shall be reimbursed by the Allottee/s to the Owner.
- (ll)** The Allottee/s represents and confirms that, they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set

forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.

- (mm)** Save and except the conveyance of the sale Building, not to claim conveyance of any other portion of the said Property/Project Land till the complete development of the Project Land.
- (nn)** Not to object or create hindrance for implementation of development work of subsequent phase by the Promoter. The Allottee/s represents and confirms that the Promoter shall be entitled to induct the Allottee/s of the subsequent phase as the members of the society so formed by the Allottee/s of the Project and the Allottee/s hereby agree and undertake not to object to the same.
- (oo)** Shall accept, follow abide by the Fit-out Guidelines, if any, framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the said Project and/or the security thereof or of the aesthetics and ambience of the said Project / the said Building, it being clearly agreed that in the event the Allottee/s violates the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- (pp)** Not to do any act, deed, matter or thing during the course of Fit-Out/furnishing the said Premises resulting in leakage/damage to the said Premises or other Shops/premises in the said Building or its common passages, staircases, etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at their cost and expenses. Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- (qq)** Not to obstruct/close the drain out points of the aluminium window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- (rr)** Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- (ss)** If any Allottee/s/occupants in the said Project including the Allottee/s make any internal structural / non-structural changes to any premises in the said Building including the said Premises, the Promoter shall have discharged of all its expressed and implied warranties under this Agreement.
- (tt)** To rectify and make good any breach or default of any of the covenants contained under this Agreement, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that,

strict observance, performance and compliance of all the terms, conditions, covenants, stipulations and provisions of this Agreement by the Allottee/s shall be of the essence of this Agreement.

- (uu)** The Allottee/s agrees, confirms and covenants that, the issuance of the Occupation Certificate with respect to the said Building by the competent authorities shall mean and shall be construed that the Promoter has carried out the development and construction of the said Building / the said Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authorities and the Allottee/s shall not raise any disputes, claims and/or demands with respect to the development and construction of the said Building / the said Project.
- (vv)** The Allottee/s agrees and covenants that, the Non-Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottee/s / occupants of the Non-Residential Component and, shall not be available to the Allottee/s or any other Allottee/s / occupants of the said Premises / Shops in the said Project.
- (ww)** The Allottee/s agrees and covenants that, the entry and exit points and access to the said Project shall be common to all Allottee/s / users and occupants in the said Project. The Allottee/s agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for themselves and/or any other Allottee/s / users and/or occupants in the said Project and/or any part thereof.
- (xx)** The Allottee/s hereby agrees that the car parking space if purchased will be allotted to them by the promoter only upon completion of whole building in all respect with Full Occupation Certificate.
- (yy)** The Allottee/s agrees and undertakes that, the Dry and Wet Garbage will be separated and the Wet Garbage generated in the building will be treated separately on the same plot by the resident, occupants, shop purchasers of the building in the jurisdiction of M.C.G.M.
- (zz)** The Allottee/s agree assure and undertake that, the Allottee/s / Member/s will not hold M.C.G.M. liable for the inadequate floor height in future and complaints of whatsoever nature will not be made in future.
- (aaa)** The Allottee/s agree assure and undertake that, the Allottee/s / buyer / member will not hold M.C.G.M. liable for failure of mechanical failure of the Stack parking and/or the Car Lift.
- (bbb)** It is specifically brought to the notice of the Allottee/s that the building constructed is having deficiency open space and the deficiency open space was condoned by M.C.G.M and premium for same is already paid by Promoter/developer and M.C.G.M. shall not in any manner be liable and/or responsible for such deficiency and further that whenever

the adjoining Society and/or plot owner comes forward for development and/or re-development in future, the society/members of the society and/or the Purchaser/s under reference will not object for their redevelopment with the joint open space deficiency.

12. TERMINATION & CONSEQUENCES:

Without prejudice to other rights and remedies of the Promoter, the Promoter shall be entitled to terminate this Agreement on the happening of any of the following events ("Events of Default"):

12.1. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, give 15 days' notice to the Allottee/s to rectify/remedy such breach.

12.2.

(i) If the Allottee/s commits any 3 (three) defaults in payment on the due dates (time being the essence of contract) of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including the Allottee/s share of Contribution, Other Charges and Taxes as mentioned hereinabove) and/or

(ii) If the Allottee/s commits breach of any other 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. and/or

(iii) If the representation, declarations and/or warranties etc. made by the Allottee/s is untrue or false and/or

(iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up and/or

(v) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s; and/or

(vi) If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be an offender and/or a warrant is issued against him / her /them.

12.3. On the Allottee/s committing default in payment of the Total Sale Consideration or any instalment there under on due date (time being the essence of contract) of any amount

due and payable by the Allottee/s to the Promoter under this Agreement (including the Allottee/s proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its sole option to terminate this Agreement.

12.4. PROVIDED ALWAYS THAT, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing at the address provided by the Allottee/s of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and the Allottee/s fails to remedy such breach or breaches within a period of 15 (fifteen) days. It is hereby clarified that, in the event of failure on the part of the Allottee/s to cure the breach within a period of 15 (fifteen) days, then this Agreement shall be deemed to have been cancelled and terminated on expiry of such period of 15 (fifteen) days without requirement of any further act and/or without requirement of execution of Deed of Cancellation and/or without requirement of any further communication in that regard. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or under this Agreement except for refund of the Total Consideration paid by the Allottee/s till such termination after deducting therefrom (i) Liquidated Damages; (ii) Interest on delayed payments; (iii) brokerage paid by the Promoter at actuals towards the re-sale of the said Premises and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Allottee/s (collectively referred to as the "**Recovery Amounts**"). In the event, the Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Allottee/s as an independent claim.

12.5. PROVIDED FURTHER THAT, the Promoter shall not be liable to refund to the Allottee/s any Taxes and Other Charges paid by the Allottee/s under this Agreement. It is hereby clarified that, such the said balance consideration after deducting the Recovery Amounts, shall be refunded by the Promoter to the Allottee/s only out of the sale proceeds arising out of the re-allotment / re-sale of the said Premises to a third party. The Promoter shall be refunding the amount to the Allottee/s within 45 (Forty-five) days from the date of receipt of intimation from the Promoter that it has re-sold / re-allotted the said Premises to a third party provided the Allottee/s executes and registers a Deed of Cancellation in respect of the said Premises with the Promoter and hands over originals of all the documents executed in respect of the said Premises including this Agreement, to the Promoter. The Promoter shall be entitled to re-sell/re-allot the Premises to a third party, from the date of the termination of this Agreement, without any reference/recourse to

the Allottee/s and the only claim that the Allottee/s shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 12.4 hereinabove.

12.6. It is hereby agreed between the Parties that, receipt of the aforementioned refund either under Clauses 12.2. or 12.3. above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Allottee/s or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the refund shall come to an end forthwith. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter or against the said Premises. The Promoter shall be entitled to re-sell/re-allot the said Premises to a third party, from the date of the termination of this Agreement without any reference/recourse to the Allottee/s and the only claim that the Allottee/s shall have against the Promoter would be refund of the aforesaid amounts as stated in clause 12.2 hereinabove.

12.7. If the Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Allottee's Lender against the security of the said Premises, subject to the consent and approval of the Promoter, then in the event of (a) the Allottee/s committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the termination. The Allottee/s shall, within a period of 5 (five) days from receipt of instructions / request from the Promoter, obtain the necessary letter from such Allottee's Lender stating that the Allottee/s has / have cleared the mortgage debt and cause the Allottee's Lender to release its mortgage on the said Premises, by executing and registering necessary documents / writings / agreement to give effect to such release ("**Deed Re-Conveyance / Release**") or execute such tri-partite agreement (executed between the Allottee, the Lender and the Promoter), as maybe required and handover this Agreement in original to the Promoter. On receipt of such letter from the Allottee's Lender and the Deed of Re-Conveyance / Release or such tri-partite agreement and this Agreement in original, the Allottee/s shall be (subject to what is stated in clause 12.4 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the said Premises, excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Allottee/s has / have applied for the loan to the Lender and further irrespective of the fact that the loan is under process and sanction is awaited and/or is rejected. In the event, the Allottee/s fails to obtain a Deed of Re-conveyance / Release within a period of 5 (five) days as aforesaid the Promoter shall be entitled to levy a penalty aggregating to 10% of the Total Sale Consideration and the Promoter shall be at liberty to re-sale/ re-allot the said Premises, to third parties

and the Promoter shall, at its discretion be entitled to pay to the Allottee's lender an amount equivalent to the amount to be refunded to the Allottee/s in accordance with this Agreement (after applicable deductions).

- 12.8.** All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.
- 12.9.** Further, on termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand, lien or demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s or under this Agreement and for that the Promoter is hereby authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose-off the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s.
- 12.10.** Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee/s to make payment, the Allottee/s agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule or 12% per annum, whichever is higher, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter until the date of actual payment. Without Prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Premises, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the concerned Banking Account of the Promoter.
- 12.11.** In case the Allottee fail to make payment as agreed herein above then in that case the Promoter terminating this Agreement as aforesaid, the Promoter shall be entitled to adjust the shortfall (if any) in the GST (or any other statutory dues) liability of the Allottee/s from the balance amounts (i.e. amount paid by Allottee/s to the Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee/s. The amounts paid by the Allottee/s towards his/her/their GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving

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

12.12. All the rights and/or remedies of the Promoter including the aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

13. ADMISSION TO THE SOCIETY:

Upon completion of the New Building and within three months of receiving receipt of the full Occupancy Certificate or when the majority of units in all the buildings constructed on the project land have been sold, whichever is earlier and subject to the Allottee/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Society shall admit the Allottee/s as members of the Society, subject to the Allottee/s agreeing to abide by the rules, regulations and bye-laws of the Society, and subject to the Developers informing the Society to admit the Allottee/s as the member of the Society, together with a copy of this Agreement. The Allottee/s agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoter. The Allottee/s shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Allottee/s hereby specifically confirms that he/she/they has/have read the bye-laws of the Society and agrees and undertakes to duly observe the same. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold Premises / Shops and other premises from out of the Promoter Sale Premises in the New Building shall at all times be and remain the absolute property of the Promoter and the Promoter may if they so desire, become member/s of the Society in respect thereof and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. On the Promoter intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold Premises / Shops, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging / recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoter have informed the Allottee/s, and the Allottee/s is/are aware that the Allottee/s will be enrolled as a member(s) of the Society upon payment of requisite membership fees and share application money and compliance of the procedure of the Society.

14. MANAGEMENT AND MAINTENANCE:

Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee/s shall be liable to pay the proportionate share of the outgoings in respect of the Land and the New Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and New Building. Until the management of the Land and New Building is handed over to the Society, the Allottee/s shall without any demur and/or protest continue to pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Allottee/s shall pay to the Promoter provisional monthly ad-hoc contribution towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Society.

15. DEPOSITS AND CHARGES AND OUTGOINGS:

15.1. The Allottee/s shall on or before the delivery of the possession of the Premises pay to the Society the following amounts:

(i)	Rs. _____/-	Non-refundable for share money, application, entrance fee of the Society
(ii)	Rs. _____/-	Non-refundable towards Society Maintenance fund
	Rs. _____/-	Total

15.2. The Allottee/s shall on or before the delivery of the possession of the Premises pay to the Promoter the following amounts:

(i)	Rs. _____/-	Towards legal costs plus taxes / GST as applicable
(ii)	Rs. _____/-	Towards development charges plus taxes / GST as applicable
(iii)	Rs. _____/-	Non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc. plus taxes / GST as applicable
(iv)	Rs. _____/-	Towards Fire Fighting Charges plus taxes/ GST as applicable
	Rs. _____/-	Total plus taxes / GST as applicable

15.3. It is agreed in respect of amounts mentioned herein above, the Promoter shall be liable or otherwise required to render accounts to the society and shall hand over the deposits or balance thereof to the Society. In the event of any additional amount becoming payable, the Promoter shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount / deposit shall not carry any interest. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilize the same for the purpose for which they have been received.

- 15.4. Commencing 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee/s to take possession of the said Premises, irrespective of whether possession is taken or not, the Allottee/s shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project including the Other Charges. Until the management of the Project is handed over to the Organisation, the Allottee/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.
- 15.5. The Allottee/s shall within 15 (Fifteen) days of such demand being made by the Promoter pay such amounts as more particularly set out in **ANNEXURE "___"** annexed hereto, over and above the Total Sale Consideration. The amounts payable in **ANNEXURE "___"** annexed hereto are collected towards the maintenance and upkeep of the (i) Project and (ii) Common Area and Amenities of Building in advance. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation. However, the maintenance charges shall become payable at the time of handover of possession of the said Premises and shall be charged at rate that is prevailing at the time of handover of possession of the said Premises.
- 15.6. The purposes and the corresponding amounts as mentioned in **ANNEXURE "___"** annexed hereto are as per the present estimates and are subject to modification by the Promoter and shall not carry interest.
- 15.7. The Allottee/s shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Promoter within 15 (Fifteen) days from the date of demand by the Promoter.
- 15.8. The Promoter shall utilize the amounts referred to in point 15.2. (i) in **ANNEXURE "___"** annexed hereto for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.
- 15.9. It is agreed that the Promoter is not liable to render any accounts in respect of any amounts collected under the head Contribution to the Allottee/s and the Promoter shall hand over the consolidated deposits or balance thereof, if any, to the Organisation as aforesaid at the time of the conveyance/transfer. In the event of any additional amount becoming payable, the Allottee/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.

15.10. The Promoter shall be entitled to utilise the corpus fund specified in **ANNEXURE “_”** annexed hereto or adjust the same, for payment of maintenance, taxes, outgoings, etc. in respect of the Project and also utilise the corpus fund for adjustments against any outstanding amounts due from the Allottee/s to the Promoter. Similarly, if the corpus fund shall fall deficient and there is surplus under any other head, the Promoter shall be entitled to adjust such deficiency against such surplus. In case there shall be a deficit in the corpus fund, the Allottee/s shall forthwith on demand pay to the Promoter its proportionate share to make up such deficit. The payment of corpus fund shall not entitle the Allottee/s to default in the payment of maintenance, taxes and outgoings etc. Timely payment of Contribution and Other Charges and any other charges payable by the Promoter is an integral part of this Agreement.

15.11. Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.

15.11. The Allottee/s hereby agrees to bear and pay any statutory dues including but not limited to past, present and future taxes, interest, penalties, surcharge on any of the amounts collected by the Promoter as set-out in **Annexure “_”** annexed hereto.

16. VARIATION IN AREA:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

17. INDEMNITY:

The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Promoter from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by them or any of them directly or indirectly in connection with (a) the enforcement of or the preservation of any rights of the Promoter under

this Agreement (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) Allottee/s non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. NOTICE:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above or such correspondence address as may be communicated by the Allottee/s to the Promoter in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Allottee/s at the address hereinbefore stated, through registered letter, courier service, personal delivery date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. It is hereby clarified that the Promoter shall serve the notice only to the Allottee/s named firstly in the name clause and the same shall be deemed to be served on all the Allottee/s.

19. SEVERABILITY:

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

20. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises and to the total carpet area of all the other Flat/units/areas/spaces in the Project.

21. GOVERNING LAW AND JURISDICTION:

A. 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 Republic of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

- B.** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, framed by the state of Maharashtra there under.
- C.** This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and the respective rules made there under. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made there under shall prevail.

22. JOINT ALLOTTEES:

That in case there are joint allottees, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

23. NO LIABILITY:

- 23.1.** Neither the Promoter, nor any Promoter's Affiliates (defined hereinafter), nor any of its directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
 - (a)** any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any force majeure (as defined in this Agreement) or otherwise howsoever;
 - (b)** any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the said Premises, and/or the access to any part of the Project; and

(c) for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

24. STAMP DUTY AND REGISTRATION:

(a) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

(b) The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

25. DISPUTE RESOLUTION AND GOVERNING LAW:

25.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.

25.2. In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Act.

25.3. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

26. MISCELLEROUS:

(a) This Agreement and all annexure hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the

terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.

- (b)** Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Premises/Shop/Apartment to the total carpet area of all the Apartments in the Project.
- (c)** The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- (d)** No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- (e)** If there is more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.
- (f)** All taxes, charges including but not limited to GST or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Allottee/s to the Promoter and/or (iv) otherwise, shall be to the account of the Allottee/s alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee/s over and above the consideration of the Premises and the Promoter decision as regards the quantum of the same shall be final and binding to the Allottee/s.
- (g)** It is expressly agreed that due to changes made by the Allottee/s in the Shop/Premises (internally or externally) or said Building or other Allottee/s of the Premises in the said Building if any complaint/defect arises, then in such circumstances the Promoter shall not be liable or responsible for repairs and the costs of the same shall not be borne/paid by the Promoter.
- (h)** 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 Property/Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said New Building is handed-over to the Society.
- (i)** The Registration charges, GST and expenses in respect of this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall at his/her/their cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice

being received in this regard the Promoter or their authorized representative shall attend such office and admit the execution thereof.

IN WITNESS WHEREOF the Promoter and the Allottee/s have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of "the said Property")

ALL THAT piece and parcel of land now bearing **Survey No. 23, Hissa No. 1**, corresponding to **C.T.S. Nos. 494, 494/1 to 8, 495 and 495/1** of Village Kanheri, Taluka Borivali now bearing **Final Plot No. 30B**, of T.P.S. Borivali No II, admeasuring **1145.50 square meters**, together with building / structure standing thereon known as "**Shree Hari Megha**", comprising of 3 (three) Wings, each being Ground + 3 (three) Upper Floors, having total 26 (Twenty-Six) Premises, situate, lying and being at, 9th Carter Road, Borivali (East), Mumbai 400066, and registered in the Books of Collector of land Revenue under of Assessor and Collector of Rates and Taxes under "R/C" Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and as bounded as under:

On or towards the East	:	by F.P. No. 24C;
On or towards the South	:	by F.P. No. 30A;
On or towards the West	:	by Kasturba Cross Road No 9;
On or towards the North	:	by Partly by F.P. Nos. 24D & 24B;

THE SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of "the said Premises")

ALL THAT residential premises / commercial premises bearing **Flat / Premises / Unit No. _____**, admeasuring **_____ Sq. ft. RERA Carpet Area** on the proposed **_____ Floor**, togetherwith an exclusive rights to use **_____(____)** number/s of Car Parking Space, in the Stilt / Open / Pit Puzzle Parking Tower, in the proposed new building to be known as "**Avyukta Megha**", to be constructed on the said Property, as more particularly described in First Schedule hereinabove written.

THE THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:

Sr. No.	%	Description
1.	10	On Booking
2.	20	On Execution of Agreement

3.	10	On Completion of Excavation & Piling Work
4.	5	On Completion of Plinth Work
5.	5	On Completion of work up to 2 nd Slab.
6.	5	On Completion of work up to 7 th Slab.
7.	5	On Completion of work up to 12 th Slab.
8.	5	On Completion of work up to 17 th Slab
9.	5	On Completion of work up to 22 nd Slab
10.	5	On Completion of Walls (Bricks/Blocks) Work
11.	5	On Completion of Electrical & Plumbing Work
12.	5	On Completion of External Plaster Work
13.	5	On Completion of Finishing & Passenger Lift Work
11.	5	On Offer of Possession of the Premises by Developer.
	100	Total

Rs. _____/- = 100% Total Sale Consideration

FOURTH SCHEDULE ABOVE REFERRED TO:

Here set out the nature, extent and description of common areas and facilities.

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED

B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI

1	FITNESS CENTRE	1 ST FLOOR	36 +6 MONTHS	42 MONTHS	78.07 Sq.mtr.	78.07 Sq.mtr.	Free of FSI
2	SOCIETY OFFICE	8 TH FLOOR	42 MONTHS	42 MONTHS	10.56 Sq.mtr.	10.56 Sq.mtr.	Free of FSI

C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI

D.) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
	PASSENGER	02	08	1.5 (MTR/SEC)

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and/or within the layout.

At 'E': to provide the details and specifications of the lifts.

SIGNED AND DELIVERED BY)

The within named "**PROMOTER**")

M/S. KHUSHI SPACES LLP)

Through its Partner-)

MR. _____)

(AUTHORISED SIGNATORY)

)

Left Hand Thumb Impression	Signature	Photo

In the presence of...

)

SIGNED, SEALED AND DELIVERED BY

)

The within named "**ALLOTTEE/S**"

)

MR./MRS. _____

)

Left Hand Thumb Impression	Signature	Photo

In the presence of...

)

R E C E I P T

RECEIVED of and from within named Allottee/s a sum of **Rs. _____/- (Rupees _____ Only)**

as and by way of Earnest Money out of the said Total Consideration payable by him/her/them to us in the following manner:

Sr. No.	Date	Mode of Payment	Bank Name	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				
			TOTAL	Rs. _____/-

We Say Received:

Rs. _____/-

FOR KHUSHI SPACES LLP

Partner / Authorised Signatory

WITNESS:

DATED THIS _____ DAY OF _____ 2025

KHUSHI SPACES LLP

...PROMOTER

AND

MR./MRS._____

...ALLOTTEE/S

AGREEMENT FOR SALE

DRAFT