

WITHOUT PREJUDICE

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("*Agreement*") is made and entered into at Mumbai on this ____ day of _____ 2017.

BETWEEN

GERARIE ENTERPRISES AND DEVELOPERS PRIVATE LIMITED, (PAN AADCG8953A), accompany duly incorporated under the provisions of Companies Act, 1956, bearing registration No: U45202MH2010PTC203372 dated May 19, 2010, and having its registered office at 20, Station View Building, N.G. Acharya Marg, Chembur (East), Mumbai – 400 071, represented by its Director/ Authorised Signatory Mr. Rahul G. Haria (AADHAR No. 392304404176) authorised vide Board Resolution dated 25th June, 2014 hereinafter referred to as the "***Developer/ Promoter***", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr./Miss./Mrs./M/s. _____, an adult Indian Inhabitant, having PAN _____ and AADHAR No. _____, residing at _____, hereinafter referred to as the "***Purchaser***", (which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided

Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them and the heir or his permitted assigns) of the **OTHER PART**;

The Developer and Purchaser may collectively be referred to as the "**Parties**" and singularly as the "**Party**"

WHEREAS

- (A) By virtue of diverse means, acts and assignments in law, Mr. Karsandas J. Ramani ("**Karsandas**") became the owner of land otherwise well and sufficiently entitled to the property being all that piece and parcel of land admeasuring about 1,480 square yards or there about equivalent to 1237.42 square meters bearing Plot No.1005 (part) and 1024 (part) of Survey No.1000 and bearing City Survey No. 904 (a) and 905 of Mulund, Taluka Kurla, District Mumbai Suburban, situated at Dr. Rajendra Prasad Road, Mulund (West) in the Registration Sub-District of Mumbai Suburban District ("**Property**");
- (B) In terms of a mutual agreement and arrangement ("**Mutual Agreement**") arrived at by and between one M/s. Komal Builders and Mr. Laxmichand Meghji Dedhia (*thethen chief promoter of Jamnaram Co-operative Housing Society Limited*) with Karsandas, Mr. Laxmichand Meghji Dedhia appointed M/s. Gurujyot Construction Company Limited to construct a building on the Property and pursuant to such construction, a building known as "Swaminarayan Darshan" ("**Old Building**") was constructed on the Property. The flats so constructed in the Old Building were thereafter sold to several persons and the sale consideration received from the sale of such flats to such persons were appropriated by M/s. Gurujyot Construction Company Limited towards the construction cost of such Old Building and by M/s. Komal Builders towards satisfaction of its claim against the Property in terms of the Mutual Agreement;
- (C) The purchasers of the various premises in the Old Building, formed and registered a co-operative society in the name of "Jamnaram Co-operative Housing Society Limited" (the "**Society**"), under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration no. WT/HSG/TC/3148 of 1989 comprising of the purchasers of the various premises in the Old Building. However, the revenue records in respect of the Property continued to stand in the name of Karsandas;
- (D) Karsandas died intestate on 16 April 1985 leaving behind Laxmiben K. Ramani wife of Mr. KarsandasRamani , Suresh. K .Ramani, Prakash K. Ramani, Subhash K. ramani, Nitin K.Ramani& Naresh k. Ramani Sons of Mr.KarsandasRamani as his only heirs and legal representatives entitled to his estate under the law by which he

was governed at the time of his death ;

- (E) By an Agreement dated April 20, 1990 registered with the Sub-registrar of Assurances at Thane under serial No. TNN/1/2669/1990 executed by and between Mr. Naresh K. Ramani ("***Naresh***") and Mr. Nitin Karsandas Ramani ("***Nitin***"), Naresh released all his right, title, share and interest in the Property in favour of Nitin on the terms and conditions more particularly set out therein;
- (F) By an Affidavit cum Declaration dated December 24, 1990 registered with the Sub-registrar of Assurances at Thane - 1 under serial No. TNN-1/7754/1990 executed by Mr. Suresh K. Ramani, the said Suresh Ramani thereby, *inter alia*, released all his right, title, share and interest in the Property in favour of Nitin on the terms and conditions more particularly set out therein;
- (G) By an Affidavit cum Declaration dated December 24, 1990 executed by Mr. Prakash K. Ramani, the said Prakash K. Ramani thereby, *inter alia*, released all his right, title, share and interest in the Property in favour of Nitin on the terms and conditions more particularly set out therein;
- (H) By a Deed of Release dated January 16, 1992 registered with the Sub-registrar of Assurances, the releasors therein released all their right, title, share and interest in the Property in favour of Nitin on the terms and conditions more particularly set out therein;
- (I) In view of the above, the revenue records in respect of the Property show the name of Nitin;
- (J) The Society comprises of twenty (20) members who are the shareholders (*members*) of the Society;
- (K) The Old Building comprised of ground plus four upper floors and several flats which flats were occupied by the respective flat owners;
- (L) In view of the dilapidated condition of the Old Building, the Society, at the Extra General Body Meeting held in May, 2008, resolved to demolish the Old Building and to construct a new building on the Property. However, since neither the Society nor the Members had the finance nor the expertise to carry out such work, it was further decided that the task to carry out such demolition and constructing flats for the Members should be entrusted to professional developers, who could carry out the development work free of costs for the Members of the Society and construct for the Members, new flats, free of costs and in return for the same, the Developers would be granted the right to bring and utilise TDR/FSI and sell the premises not earmarked for the Members and appropriate the sale proceeds thereof;

- (M) Pursuant to the above, the Society scrutinised the proposal received from Siroya FM Constructions Private Limited ("**Siroya**") in the General Body Meeting held in May, 2008 and accepted the offer of Siroya;
- (N) By a Development Agreement dated May 28, 2008, duly registered with the Sub Registrar of Assurances at Kurla No.3 under Serial No.BDR-13/7562/2008, executed by and between the Society (therein referred to as the society) of the first part, Nitin (therein referred to as the confirming party) of the second part and Siroya (therein referred to as the developers) of the third part, the Society, with the consent and confirmation of the confirming party therein, granted development rights in respect of the Property to Siroya, at or for the consideration and on the terms and conditions more particularly set out therein;
- (O) A Power of Attorney dated October 10, 2008, duly registered with the Sub-Registrar of Assurances at Kurla No.3 under Serial No. BDR-13/7564/2008, was executed by Nitin thereby nominating, constituting and appointing Mr. Manoj M. Patankar of Siroya, as his true and lawful Attorney for the purpose of carrying out the development work in respect of the Property;
- (P) A Power of Attorney dated October 10, 2008, duly registered with the Sub-Registrar of Assurances at Kurla No.3 under Serial No. BDR-13/7563/2008, was executed by the Society thereby nominating, constituting and appointing Mr. Manoj M. Patankar of Siroya, as its true and lawful Attorney for the purpose of carrying out the development work in respect of the Property;
- (Q) Pursuant to the above, Siroya obtained various necessary permissions and approvals in respect of the redevelopment of the Property from the concerned authorities;
- (R) However, due to its preoccupation and varied other projects, Siroya proposed to handover the project of redevelopment of the Property to its sister concern, *i.e.* the Developers herein on the same terms and conditions agreed upon by and between the Society and Siroya;
- (S) The Society, at a General Body Meeting held on July 25, 2010, agreed to the transfer of the redevelopment project in favour of the Developers herein and resolved to rescind the development agreement and the power of attorney executed in favour of Siroya and to grant fresh development rights in respect of the Property on the same terms and conditions in favour of the Developers herein;
- (T) Siroya, by its letter dated July 16, 2010, handed over the redevelopment project in respect of the Property in favour of the Developers herein;
- (U) Pursuant to the above, by a development agreement dated October 15, 2010 ("**Development Agreement**"), duly registered with the Sub Registrar of Assurances at

Kurla No.1 under Serial No.BDR-3/11504/2010, executed by and between the Society (*therein referred to as the society*) of the first part, the Developers herein (*therein referred to as the developers*) of the second part, Siroya (*therein referred to as the siroya*) of the third part and Nitin (*therein referred to as the confirming party*) of the fourth part, the Society, with the consent and confirmation of Siroya and the confirming party therein, granted development rights in respect of the Property to the Developers, at or for the consideration and on the terms and conditions more particularly set out therein;

- (V) Pursuant to aforesaid Development Agreement, a Power of Attorney dated October 15, 2010, duly registered with the Sub-Registrar of Assurances at Kurla-I under Serial No.BDR-3/11505/2010, was executed by Nitin thereby nominating, constituting and appointing Mr. Ashoak Shah, Director of the Developers herein, as his true and lawful Attorney for the purpose of carrying out the development work in respect of the Property;
- (W) A Power of Attorney dated October 15, 2010, duly registered with the Sub-Registrar of Assurances at Kurla-I under Serial No.BDR - 3/11583/2010, was also executed by the Society thereby nominating, constituting and appointing **Mr. Ashoak Shah**, Director of the Developers herein, as its true and lawful Attorney for the purpose of carrying out the development work in respect of the Property;
- (X) In the meanwhile, the Government of Maharashtra by its Notification dated January 6, 2012 ("**Notification**"), bearing No. MH/MR/South - 346/2011-13, amended certain provisions of the Development Control Regulations of Greater Mumbai, 1991(DCR), in respect of building activity and developmental work in the areas falling under the jurisdiction of the Municipal Corporation of Greater Mumbai ("MCGM") and the areas covered by balconies, flower beds, niches, refuge area, ornamental projections, etc., which were earlier excluded from the computation of FSI, were thereby, included in the computation of FSI. However, in order to compensate for this loss of "useable areas", the Notification allowed builders/developers to avail compensatory FSI known as "Fungible Compensatory FSI" ("**Fungible FSI**") by paying a certain premium to MCGM;
- (Y) Pursuant to the aforesaid Notification, the Developers proposed to avail the Fungible FSI by paying the premium to MCGM and thereafter, to submit new plans in accordance with the amended DCR;
- (Z) By and under a supplemental agreement dated October 25, 2013 ("**Supplemental Agreement**"), duly registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-3/8796/2013, entered into by and between the Society (*therein referred to as the society*) of the first part and the Developers (*therein referred to as the developers*) of the second part and Nitin (*therein referred to as the confirming party*) of the third part, it was *inter alia* agreed by the parties thereto that the

Developers would be entitled to avail the Fungible FSI by paying the necessary premium to MCGM at its own cost and shall submit new plans in accordance with the amended DCR to the concerned local authority for approval. It was further agreed by the parties thereto that the Members of the Society would, in return, be entitled to additional area as more particularly set out in the Supplemental Agreement;

- (AA) Pursuant thereto, the Developers have, after paying the necessary premium to MCGM, availed the Fungible FSI which Fungible FSI the Developers are now entitled to utilise for redeveloping the Property;
- (BB) The Developers have, pursuant to the aforesaid, got approved from the concerned local authority, the new plans, specifications, elevations, sections and details of the building in accordance with the amended DCR;
- (CC) The Developers have appointed **Mr. Jitendra Dewoolkar of M/s. Ellora Project Consultants**, as their Architect and have also appointed **Mr. Gireesh M. Rajadhyaksha**, as their Structural Engineer for the preparation of structural designs and drawings of the new building and the Developers accept the professional supervision of the Architect and Structural Engineer till the completion of the new building;
- (DD) Pursuant to the above, the MCGM, by its letter dated October 5, 2013, bearing No. CE/5050/BPES/AT, has granted approval to the plans submitted by the Developers in respect of the redevelopment of the Property and the Building after considering the fungible FSI;
- (EE) The Developers herein have also obtained IOD dated October 5, 2013, bearing No. CE/5050/BPES/AT from the Mumbai Municipal Corporation in respect of the proposed development of the Property, a copy whereof is annexed hereto as **ANNEXURE "I"**;
- (FF) Pursuant to the issuance of approval of the plans and the IOD from MCGM, the Developers have obtained the vacant and peaceful possession of the Property from the Society whereby all the members of the Old Building have vacated their respective flats and pursuant thereto the Developers have obtained the commencement certificate ("C.C.") dated June 6, 2014, bearing No. **CE/5050/BPES/AT**, from the concerned authority, a copy whereof is annexed hereto as **ANNEXURE "II"**;
- (GG) Pursuant to the receipt of such C.C., the Developers have demolished the Old Building of the Society standing on the Property and commenced the construction of the new building known as "The Pinnacle" (hereinafter referred to as the "**Building**") consisting of stilt plus twenty one upper floors pursuant to and in accordance with the sanctioned new Plans, approvals of the appropriate authority, IOD dated October 5, 2013, bearing No. CE/5050/BPES/AT and the Commencement Certificate obtained

by the Developers herein;

- (HH) A copy of Certificate of Title issued by, the Developer's Advocate in respect of the Land together with the copy of the Property Register Cards in respect of the Land hereto annexed and marked as Annexure I;
- (II) In accordance with the approved and sanctioned plans, the Developer will/has, inter alia, commence/commenced construction of the Building. Known as "THE PINNACLE". The Building is of ground/stilt plus twenty (21) upper floors and is more particularly described in the plans approved by the MCGM;
- (JJ) The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Land in full or in part(s), as may be required by the applicable law from time to time which inter alia, includes construction of buildings in consonance with proposed lay-out in progressive manner on the Plot/Part of the said property presently reserved for buildable/non-buildable reservations, open space due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, which are applicable to the development of the Land/Property/ Project inter alia in consonance with revised Development Control Regulations and Development Plan 2034;
- (KK) The Purchaser has demanded from the Developer and the Developer has given full, free and complete inspection to the Purchaser of all the documents relating to the Property, including the sanctioned plans, various NOC's, LOI, IOD, amended plans, CC, property card, title certificate, plans and designs and specifications of the Flat prepared by the Developer's Architect and of such other documents as are specified under the Maharashtra Ownership Flat Act, 1963 ("**MOFA**"), the rules made there under, and The Real Estate (Regulation And Development) Act, 2016 ("**REERA**"), the rules made there under or any amendments from time to time. The Promoter herein has requested to the Purchaser to carry out independent search by appointing his/ her/ their own attorney/ advocate and to ask any queries, he/ she, they have regarding the marketable title and rights and authorities of the Promoter and the Purchaser has satisfied himself/herself/themselves/ itself about the same;
- (LL) The Purchaser has taken note of and has agreed and confirmed with the Developer that the Developer and/or their nominees or assignees shall have right to use and enjoy at all times (even after the Conveyance of the said Land and Building is executed) all the facilities that may be finally provided by the Developer including common pathways, storm water drains, common area facilities, sewerage lines, electricity cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such facilities that may be finally provided

by the Developer (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as the "**infrastructure/common facilities**") which list of common facilities for sale component are more particularly described in **Schedule III**;

- (MM) The Purchaser has carefully read and understood the contents and meaning of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Developer and the Purchaser has also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;
- (NN) The Purchaser is desirous of purchasing a residential Flat bearing no. _____, on the _____ floor of the Building being constructed by the Developer known as PINNACLE, admeasuring _____ square meters of carpet area or thereabouts and equivalent to _____ square feet of carpet area or thereabouts, along with _____ stack parking and pro-rata share in the common areas (hereinafter referred as the "**Flat**") (the Flat and other facilities appurtenant to the Flat are hereinafter collectively referred to as the "**Premises**") and has requested the Developer for allotment of the same on the terms, conditions and the consideration specified hereinafter, the details of the Flat are more particularly described in **Schedule IV**;
- (OO) This Agreement does not preclude, diminish the rights of any financial institutions, funds, registered money lenders from whom finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his Flat in the said Project; [Is there any mortgage/ charge- if it is there disclosure is a must]
- (PP) Pursuant thereto, the Developer has registered the subject project under the provisions of the RERA with the Real Estate Regulatory Authority at _____ no. _____;
- (QQ) The Developer is required to execute a written Agreement for Sale in compliance with section 13 (1) of the RERA in respect of the Flat with the Purchaser, being in fact this Agreement and also to register the Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this Agreement, unless another intention is stated:

- 1.1. The recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement;
 - 1.2. The singular includes the plural and vice versa;
 - 1.3. Reference to a particular gender does not exclude the other gender;
2. The under mentioned expressions used in the Agreement shall mean the following:
 - 2.1. "Possession Date" shall mean on or before 31st December, 2018 subject to a further extension of time up to one year i.e. not later than 31 December 2019 but subject to force majeure clauses as mentioned in this Agreement;
 - 2.2. "The Carpet Area". As per RERA, "the net usable floor area of an apartment/flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. **Explanation:** 'exclusive balcony or verandah area means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for exclusive use of the allottee and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net useable floor area of an apartment, meant for exclusive use of the allottee.
 - 2.3. "Purchaser" herein includes singular or in the event there is more than one Purchaser, the derivative term used herein with reference to the said expression shall be construed accordingly. If the Purchaser is a Partnership Firm, the said term unless repugnant to the context or meaning thereof mean and include the partners from time to time of the said firm and the heirs, executors and the executors of the last surviving partner. If the Purchaser is a Company or Society, the said term shall wherever appropriate mean and include its successors and assigns. In other cases, they said term wherever appropriate shall mean and include all persons claiming right, title and interest through such Purchaser including his/her/their successors in interest.
3. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser/s, a Flat bearing no. _____, in _____, in the Building known as "The Pinnacle" admeasuring _____ square meters of carpet area equivalent to _____ square feet of carpet area or thereabouts on the _____ floor, which building is being constructed by the Developer together with _____ stack car parking on the terms and

conditions and for the consideration specified hereinafter.

The Consideration Amount for the said flat including stack car parking is Rs. _____ (Rupees. _____)

The Purchaser agrees and understands that timely payment towards purchase of the said Apartment as per payment schedule mentioned hereinafter is the essence of the Agreement.

Payment Schedule	RS.
Booking Amount	RS.
On Completion of Plinth	RS.
On Completion of 1st Slab	RS.
On Completion of 2nd Slab	RS.
On Completion of 3rd Slab	RS.
On Completion of 4th Slab	RS.
On Completion of 5th Slab	RS.
On Completion of 6th Slab	RS.
On Completion of 7th Slab	RS.
On Completion of 8th Slab	RS.
On Completion of 9th Slab	RS.
On Completion of 10th Slab	RS.
On Completion of 11th Slab	RS.
On Completion of 12th Slab	RS.
On Completion of 13th Slab	RS.
On Completion of 14th Slab	RS.
On Completion of 15th Slab	RS.
On Completion of 16th Slab	RS.
On Completion of 17th Slab	RS.
On Completion of 18th Slab	RS.

On Completion of 19th Slab	RS.
On Completion of 20th Slab	RS.
On Completion of 21th Slab	RS.
On Completion of terrace slab	RS.
On Completion of brick work wall of the said Flat	RS.
On Fixing of doors and windows frame of the said Flat	RS.
On Completion of internal plastering of the said Flat	RS.
On Fixing of tiles on the floors of the said Flat	RS.
On Sanitary & Plumbing fittings in the said Flat	RS.
On Offering of Possession	RS.
Total	RS.

The aforesaid Consideration Price excludes taxes paid or payable by the Developer by way of Value Added Tax, Service Tax, Goods and Services Tax, Stamp Duty, Registration Charges Cesses, Charges, or any other similar taxes which may be levied in connection with the construction of and carrying out the said Project payable by the Developer up to the date of handing over the possession of the Apartment. The Purchaser herein specifically agrees that he shall pay the aforesaid amounts along with the applicable taxes without any delay along with each instalment.

3. The Developer has informed the Purchaser/s that they have applied to MCGM for and received certain concessions in the mandatory open space, light and ventilation requirements for the Sale Building.
4. The Developer has informed the Purchaser/s that as per the sanctioned plans certain areas within the Sale Building being the lift lobby, internal staircase; refuge area etc. is claimed by the Developer as free of FSI.
5. The carpet area of the Flat shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. However, such variation in the carpet area of the Flat on account of structural design and construction variations shall not exceed 3% (three per cent) and in such an event, the Purchaser shall not object to the same.
6. Notwithstanding what is contained herein to the contrary, the Purchaser hereby understand and acknowledges the logistical and practical difficulties in intimating

frequent changes to the Purchaser with respect to the plans that may be required by the concerned sanctioning Authorities and therefore waives off objections and irrevocably authorises the Developer to submit any revised plan which does not reduce the area of the flat by more than 3% (three percent) or change its floor, for the purpose of making any amendment, change or modification in the building plans in respect of the Building in which the Purchaser has agreed to purchase the Flat;

7. The Purchaser has paid to the Developer a sum of Rs. _____ (Rupees _____ only) on or before the execution of this Agreement being the "**Earnest Money**" (the payment and receipt whereof, the Developer hereby admits and acknowledges) and the Purchaser agrees and confirms to pay the instalments of the Purchase Consideration as set out in **Annexure – II** (subject to applicable Tax Deduction) and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement including the amounts payable as set out in this Agreement herein under, by way of Account Payee cheques / demand drafts / pay orders payable to the Developer at Mumbai. All such Account Payee cheques / demand drafts / pay orders/ Bank Transfer shall be drawn in favour of **GERARIE Enterprises and Developers Private Limited**, or such other name as may be intimated in writing by Developer to the Purchaser. The Purchaser undertakes that all cheques given by the Purchaser representing the instalments of Purchase Consideration and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation.
8. The Purchaser agrees and undertakes to pay a total amount of Rs. _____ being the Tax Deducted at Source ("**TDS**") under Section 194IA of the Income Tax Act, 1961, equal to 1% of the Purchase Consideration paid by the Purchaser to the Developer or as applicable under relevant laws from time to time. The Purchaser shall furnish to the Developer the TDS certificate within a period of seven (7) working days from the date of making such payment or in terms of the stipulated time period as provided under the Income Tax Act whichever is earlier. The Purchaser shall be liable to pay such penalties, charges or fines applicable under law, in the event of the purchaser failing to pay the requisite TDS to the concerned authorities in time.
9. If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax/ GST is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchaser alone and the Developer shall not be liable to contribute anything on that account. The Purchaser shall also fully reimburse the expenses that may be incurred by the Developer on account of any legal proceedings that may be instituted by the authorities concerned against the Developer or vice versa on account of such liability.
10. The Purchaser is aware that the area of the Flat may increase or decrease to the extent of 3% (three percent) of the area mentioned herein. If the area of the Flat increases or decreases to the extent greater than 3% (three percent) of the area of the Flat

mentioned in this Agreement, the Purchase Consideration payable under this Agreement shall be proportionately deducted or charged (for such area differences) which the parties herein undertake to pay the same

11. The Purchaser undertakes to pay all instalments of the Purchase Consideration and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, without any delay or default, within a period of 7 (seven) days of a demand letter in respect of such payments being sent to the Purchaser at the address/e-mail set out in this Agreement. It is specifically agreed by the Purchaser that this Agreement shall not create any right, interest and/or claim of the Purchaser on the Flat/Premises agreed to be sold until and unless the entire Purchase Consideration and all amounts due and payable by the Purchaser under this Agreement is duly paid by the Purchaser to the Developer herein and the Purchaser has not committed any breach of any the terms of this Agreement.
12. It is an essential and integral condition of this Agreement that only upon the payment of full amount of the Purchase Consideration and all other amounts, charges, dues, outgoings, etc. payable as mentioned hereunder by the Purchaser to the Developer (and not otherwise), will the Purchaser have or be entitled to claim any rights against the Developer under this Agreement and/or in respect of the Flat.
13. Without prejudice to its right to terminate this Agreement, the Developer may in its sole discretion accept from the Purchaser payment of the delayed instalment/s of the Purchase Consideration or any other amounts payable by the Purchaser to the Developer in terms of this Agreement on the Purchaser paying to the Developer interest that shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent: Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public (the "**Interest**"), which Interest shall be levied from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Developer, whichever is later.
14. Any payment/s made by the Purchaser to the Developer shall be first appropriated towards Interest and the balance, if any, towards the principal sums of the instalments of the Purchase Consideration and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser under this Agreement, whether as instalments of Purchase Consideration or otherwise, shall continue to attract interest as agreed above.
15. The right of the Developer to receive interest as aforesaid shall not entitle the Purchaser to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the

part of the Developer of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser.

16. Any default in payment of any of the instalments of the Purchase Consideration or of any of the amounts payable by the Purchaser under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser of the terms of this Agreement. In the event of the Purchaser committing any delay and/or default in making payment of any of the instalments of the Purchase Consideration and/or of any other amount due or payable by the Purchaser to the Developer under this Agreement (including but not limited to the Purchaser's proportionate share of rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions) on their respective due dates or of any of the terms and conditions herein contained, the Developer shall serve upon the Purchaser 15 (fifteen) days' notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser and calling upon the Purchaser to rectify the breach or breaches as specified in such notice. If the Purchaser fails to rectify such default or breaches within the said period of 15 (fifteen) days, the Developer at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser. Upon such termination, the Purchaser shall cease to have any right or interest in the Flat or any part thereof. This right of the Developer shall be without prejudice to its other rights under this Agreement, RERA, MOFA or applicable law.

17. Pursuant to termination of this Agreement in terms hereof, the Developer shall be at liberty to dispose of and sell the Flat to such person/(s) and on such consideration as the Developer may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Developer shall refund to the Purchaser the amounts received till date of termination of the Agreement subject to the forfeiture by the Developer of twenty percent (20%) of the Purchase Consideration, which amount shall be forfeited as liquidated damages by the Developer. The Developer shall refund the balance amount to the Purchaser within a period of 30 days from the date of execution and registration of Deed of Cancellation after making the following deductions:

17.1. The taxes and outgoings, if any, due and payable by the Purchaser in respect of the Flat up to the date of termination of this Agreement;

17.2. Processing fee and brokerage paid, if any etc. in respect of the said Flat;

17.3. The Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded;

17.4. The Developer shall not be liable to refund to the Purchaser any taxes which cannot be reversed.

- 17.5. Pre-EMI Interest, if any, paid by the Developer to Banks/Financial Institution on behalf of Purchaser/s under a particular Scheme, if availed;
- 17.6. The said amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claims under this Agreement and/or in relation to the Flat;
18. Notwithstanding anything herein contained or any other communication addressed by the Developer to the Purchaser prior to the execution of this Agreement, the Developer shall have a first lien and charge on the Flat agreed to be purchased by the Purchaser in respect of any amount due and payable by the Purchaser to the Developer or otherwise under the terms and conditions of this Agreement.
19. Unless prevented by force majeure event/s, the Developer shall after obtaining the Occupation Certificate based on the approved Plans and Specifications, assures to hand over the vacant and peaceful physical possession of the Flat to the Purchaser on or before the Possession Date or such further period as may be mutually agreed between the Parties excluding the period of extension given by the Real Estate Regulation Authority, subject to the Purchaser making timely payments of the instalments towards the Purchase Consideration for the ultimate sale of the Premises as mentioned hereinabove and the Purchaser duly observing all the terms and conditions, contained herein.
20. However, in the event of the Purchaser terminating the Agreement on account of delay in handing over the possession of the Flat on or before the Possession Date that is to state that in the event, the Developer having received the Purchase Consideration in respect of the Flat and all other amounts payable by the Purchaser in respect of the Flat, if the Developer fails or neglects to offer possession of the Flat to the Purchaser within the period stipulated hereinabove in this Agreement, the Developer shall be liable on demand to refund to the Purchaser within a period of thirty (30) days from the date of receipt of notice of termination from the Purchaser: (i) the amounts already received by it in respect of the Flat, (ii) together with any reversible amounts (*if such is permissible in terms of the applicable law*) paid by the Purchaser to the governmental authorities towards VAT/service tax, GST or any other cess payable or levied, (iii) Interest that shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent: Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public from the date the Developer received the payments from the Purchaser till the date the amounts and the Interest as provided above are repaid to the Purchaser. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of Building in which the Flat is situated is delayed on account of:

- 20.1. Non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- 20.2. Non-availability / shortage of water or electric supply; and/or
- 20.3. War, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Developer; and/or
- 20.4. Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- 20.5. Delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- 20.6. Delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Developer; and/or
- 20.7. Force majeure or any other reason beyond the control of or unforeseen by the Developer, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or
- 20.8. Any other force majeure and vis major circumstances or conditions including but not limited to fire, general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Developer or their agents; and/or
- 20.9. A significant down turn in the general economic conditions in India and pertaining in particular to the real estate industry on account of which there is a slowdown in the operations of the Developer.
- 20.10. Any other forces or reasons beyond the control of the Developer.

For the purpose of this Agreement this expression "***force majeure***" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts,

events, restrictions beyond the reasonable control of the Developer.

The Term "***Reasonable extension of time***" specified above shall mean such period during which the Developer is unable to proceed with the construction of the Sale Building as a result of the abovementioned reasons.

21. In the above event, on and from the date of payment to the Purchaser of the aforesaid amount together with Interest thereon as provided hereinabove, neither party shall have any claim whatsoever against the other in respect of the Flat or arising out of this Agreement (including stamp duty and registration charges paid) and the Developer shall, thereafter, be at liberty to sell and dispose off the Flat to any other person at such price and upon such terms and conditions as the Developer may deem fit.
22. In the brochures and marketing material about the Building and/or in some other places the area of the Flat may have been described in terms of built up/saleable area. In such a case the built up/saleable area of the Building shall mean and include:
 - 22.1. Area of all the floors measured from external faces of the building including flat, staircase lobbies, lifts, lift lobbies, toilets, WCs, niche, service passage;
 - 22.2. Staircases cabin, lift, lift machine room, lobby at terrace level;
 - 22.3. Entrance lobby, lift, staircase, Podium landscape areas, parking floors, lobby at stilt level;
 - 22.4. Refuge areas(if provided);
 - 22.5. Fire check floors;
 - 22.6. Service floors (if provided);
 - 22.7. Mechanical and transfer floors;
 - 22.8. AHU, Telephone Concentrator Room, electrical sub-station, Electrical panel Rooms, Service Ducts, Pantry/Store;
 - 22.9. Area for Car parking;
 - 22.10. Basement;
 - 22.11. Utilities such as sewage treatment plants, water tanks, fire tanks,
 - 22.12. Fitness centre, plunge pool;

23. The Purchaser shall not hold the Developer responsible for any representation, or non-disclosure of facts in such brochures and/or marketing material published by the Developer prior to the execution of this Agreement. In case of conflict between such brochures and marketing material on one hand, and this Agreement on the other hand, what is stated in this Agreement shall prevail.
24. The Purchaser shall be entitled to enjoy the common area and facilities in the Building along with the other purchasers of the Building. The Purchasers herein agrees and conveys that he shall not be entitled to refuse to take the possession of the said Apartment on the ground on non- completion of common areas and facilities even when substantial completion of works has been done and after receiving OC from the competent authority. However, in case after possession being handed over to the Purchaser, if the Developer is not allowed by the Purchaser or any person on is behalf to complete the remaining works then it shall be deemed to have been done as and against the Developer.
25. In pursuance of the development of the Property, the Developer shall have the following rights:-
- 25.1. The Developer will be entitled, if it so desires, to amalgamate the Property with any one or more of the adjoining properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, *inter alia*, on the Property and also to sub-divide such amalgamated property and to submit or amend the Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM and the other concerned authorities so long as the same does not, in any manner, affect the Flat agreed to be sold to the Purchaser under this Agreement; This amalgamation of the adjoining Property shall consist of the Third Phase.
- 25.2. Grant any right of way or license of any right through, over or under the Property to any person or party including occupant, purchaser or person entitled to any area or areas in any building(s) which may be constructed by the Developer on the Land;
- 25.3. Revise the boundary or area of the layout in respect of Property and to submit any revised layout or amended building plans for the purpose of revision of the layout as required by the Competent Authorities for completion of the project in respect of Property as the Developer may desire or deem fit from time to time provided always that such revision in layout shall not affect the Flat and location of the Sale Building;
- 25.4. Take benefit of any approval of development rights which may become available in respect of Property with any other property or properties either adjoining the Land or otherwise as may be permissible in law;

- 25.5. The Developer may revise the layout and redevelop any portion(s) of Property and all such rights are reserved unto the Developer without any restriction in any manner whatsoever provided always that such revision in layout shall not affect the Flat and location of the Building;
- 25.6. The Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the Property or arising out of development of the Property shall always be in terms of the agreement with the **Jamnaram Co-operative Housing Society Limited** (the "Society"). The Developer shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the Property or any part thereof to any person or persons of their choice in terms of their arrangement with the Society;
- 25.7. If any, further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter even after execution of the conveyance in favour of Society the same shall be in accordance with the terms of the Development Agreement read with the Power of Attorney dated October 15, 2010 read with the Supplemental Agreement and accordingly the Developer shall have the right to use such FSI/TDR and to carry out such construction on the Property or on the Building constructed on the Land;
- 25.8. If at any time further construction is carried on as herein before provided, by the Developer, then he/they shall be entitled to sell flat(s) in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser and the Society will not have any share, right, title, interest or claim therein. However, the Society shall admit the Purchaser/(s) as its member(s) without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs. _____/- (*Rupees _____ only*) or as applicable at the relevant time from each of them to acquire shares of the Society;
- 25.9. In order to plan the buildable reservation on the entire plot and make the project feasible for development, the Purchaser is aware that the Developer may have to obtain certain open space concessions as per the law from the concerned Competent Authority/ies and for which the Purchaser shall not raise any objections at any time;
- 25.10. In addition to what is stated in sub-clause (25.8), any such construction which may be carried on in future by the Developer, the Developer shall have the exclusive right to sell the same on ownership basis and the Society shall admit such prospective Purchaser/(s) as member(s);

- 25.11. So long as it does not in any way affect or prejudice the right of the Purchaser in respect of the said Flat and the common areas, the Developer shall be at liberty to sell, convey and transfer or otherwise to deal with all other flat(s) and spaces in the Building and the Developer is entitled to deal with its right, title and interest in the said Property in any manner they may deem proper;
- 25.12. The Developer shall be entitled, at its own discretion and without any recourse or reference to the Purchaser, to create a charge by way of a mortgage over the flats/ units on such terms and conditions as the Developer may deem fit. It is however clarified that the Purchaser shall not, in any manner, be responsible and/ or liable in respect of any such charge over these flats/ units;
- 25.13. The Developer proposes to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the certain flats/ units which are not sold/ allotted. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the Flat, the Developer shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights (as agreed with the Society) in respect of the construction/ flats/ units thereon of any part or parts thereof, without any notice to the Purchaser and the Purchaser has given and granted its specific, full, free, unqualified and irrevocable consent to the Developer to do so. As part of such arrangement by the Developer all or any of the responsibilities and/or obligations of the Developer may be shifted or transferred to any other person or persons and thereafter, such person or persons shall be bound by the terms of this Agreement in the same manner as the Developer would have been had such responsibilities and/or obligations of the Developer not been shifted or transferred to such other person or persons. All such arrangements by the Developer shall be binding on the Purchaser. The Developer undertakes to clear the aforesaid encumbrances, if any, prior to the execution and registration of the transfer/Conveyance Deed of the Building to the Society and the Developer shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Developer agrees that the Purchaser shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the Flat. However, it will be the sole responsibility of the Purchaser to repay the loan and the Purchaser hereby undertakes to indemnify and keep indemnified and harmless the Developer from any claim or demand, loss arising from the same;

- 25.14. The Purchaser(s) has/have already inspected the site and acquainted himself with the nature of the Developer's title to the Property and the right of Developer to sell the flat on "Ownership basis" and shall not raise any requisition or objection thereto hereafter;
- 25.15. The possession of the Common Areas in the Building shall remain with the Developer whose responsibility shall be to supervise (through the Maintenance Agency) the maintenance and upkeep of the same until the same is handed over to the Society;
- 25.16. The Developer hereby reserves its right to give permission for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc on any open spaces/common areas in the Property to any person, including on the terrace and compound walls on such terms and conditions as the Developer may desire;
- 25.17. The Purchaser is aware that the amenities mentioned herein are subject to approval of the MCGM and other competent authorities and the Developer shall make such changes to the amenities as may be required by the MCGM/Competent Authority;
- 25.18. Within Five (5) years of handing over possession if the Purchaser points out in writing any defect in construction, then the said defect shall be rectified by the Developer, provided the Defects should be on account of workmanship, quality or provision of service. In case it is not possible to rectify any defect then the Purchaser shall be entitled to compensation for such defect in the manner as provided under the Act. The Defect Liability is subject to the Purchaser not carrying out any alterations in any of the fittings, pipes, watersupply, bathroom, toilet, kitchen which may result into seepage of the water. If any such works are carried out without the written consent of the Promoter the Defect Liability automatically shall become void. The Purchaser also agrees that the entire project is based on warranties given by certain vendors/ manufacturers which may get expired during the defect liability period and extension of such warranties is a part of Maintenance and therefore defects arising out of non- maintaining the warranties of any equipments, fittings, fixtures shall not attract defect liability on the part of the Developer. It is further expressly agreed that before any liability of defect is claimed by on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to that extent which shall be agreed by the Purchaser
- 25.19. The Developer or the Maintenance Agency nominated by the Developer shall provide certain Maintenance Services in the Building until expiry of one year

from the date of obtaining full Occupation Certificate of the Building and its charges shall be billed and recovered from the Flat purchasers on pro- rata basis, to which the present Purchaser consents and agrees.

26. The Maintenance Agency shall be mandated to keep the flats and building secured in all ways. In the above circumstances, the Maintenance Agency shall make a framework of guidelines to be followed and observed by the occupants/ visitors to the building. However, the entire internal security of the Flat shall be sole responsibility of the owner/ Purchaser/ occupant and the Developer or the Maintenance Agency may not be able to control any such theft, loss or damage suffered by the owner/ Purchaser/ occupant.
27. The Developer shall in terms of the Development Agreement convey the Property to the Society.
28. The Developer shall give possession of the Flat to the Purchaser/(s) on or before the Possession Date pursuant to the receipt of Occupation Certificate. The Promoter, upon obtaining the Occupation Certificate from the competent authority and the payment made by the purchasers as per their respective agreements shall offer in writing the possession of the Flat to the Purchaser in terms of this Agreement to be taken within one (1) month from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or association of purchasers, as the case may be. The Developer shall offer the possession to the Purchaser in writing within seven (7) days of receiving the Occupation Certificate of the Building.
29. The Purchaser shall take possession of the Flat within fifteen (15) days of the written notice from the Developer to the Purchaser intimating that the Flat is ready for use and occupation.

Upon receiving a written intimation from the Developer as per the Clause 27, the Purchaser shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 28 and the Purchaser shall continue to be liable to pay maintenance charges as applicable.

30. Each Purchaser and/or the Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the Property, the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the Building.
31. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser/s. The Purchaser is fully aware of

the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser alone. The Developer shall not be liable to pay or contribute any amount towards the same.

32. The Purchaser shall pay, in addition to all the other amounts due and payable under this Agreement, the stamp duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Purchaser and/or the Developer or the Society in respect of the transfer/conveyance of the Building in favour of the Society. The Purchaser shall also pay to the Municipal Corporation, Government or other public body or authority his/her/their share of development or betterment charges or any other cess, tax, levy or payment that may hereafter be charged, levied or sought to be recovered in respect of the Property standing thereon or any part thereof or the Flat and stack car parking space.
33. In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before the grant of conveyance of the Property i.e. of the Land and the Building to the Society, the Purchaser shall deposit with the Developer the amount proportionately or actually due in respect of the Flat before the Developer give possession of the Flat or any time thereafter.
34. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of any part of the Building or the Land or Property to the Purchaser. The flat Purchaser shall have no claim save and except in respect of the Flat thereby agreed to be sold to him/her; and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc will remain the property of the Developer until the Building in which the Flat is located is transferred to the Society as mentioned in this Agreement.
35. The Purchaser/(s)covenant/(s) that on and, from the date of taking possession of the Flat, the Purchaser/(s) shall:
 - 35.1. Observe and perform all the rules and regulations which the Society may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority/authorities;
 - 35.2. Observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- 35.3. Not to own/store or have live exotic birds, cattle or reptiles or other endangered species, forest creatures and keep them as pets in the Flat or any part of the Premises including the common passages, lobbies, foyer or compound, such that they may cause nuisance, unnecessary hassle and inconvenience to any other purchaser/member of the society/organisation of persons formed in respect of the Premises;
- 35.4. Not to engage in unsavoury behaviour including but not limited to slaughtering any animal, bird, reptile or cattle, in any common passages, lobbies, foyer, terraces, compound or any other part of the Premises which may cause unnecessary and unpleasant experiences for other members of the society/organisation of persons cohabiting with the Purchaser;
- 35.5. Maintain the said Flat at its own costs as a prudent person in good and tenable condition;
- 35.6. Not to use the same in violation of any provision of law applicable thereto;
- 35.7. Not to use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;
- 35.8. Not to use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- 35.9. Not to cause any nuisance or annoyance to the neighbours;
- 35.10. Not to throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said Building;
- 35.11. Not to do or suffer to be done anything in or about to the Building or the Flat or in the staircase and /or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Municipal Corporation and/or any other concerned authority;
- 35.12. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof or cause any increase in premium to be paid in respect thereof;
- 35.13. Not to demolish or cause to be demolished the Flat or any part thereof or make or cause to be made any change, addition or alteration whatsoever in or to the Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in

the Flat or any part thereof;

- 35.14. Not to extend the windows or increase any floor space by enclosing any balconies or overhanging ledgers above windows, 'chajjas' or make any installations or additions to the Flat which Projects or extends beyond the Flat or make any change to the Flat, including the exterior or the windows, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Developer or detract from the uniformity and aesthetics of the said Building, which exists at the time when the Developer hands over possession of the Flat to the Purchaser/(s);
- 35.15. In the event that the Purchaser/(s) after receiving possession of the Flat commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the Flat or the said Building, the Developer shall be entitled to call upon the Purchaser/(s) to rectify the same at his cost and restore the Flat/Premises or the Building to its original condition. Without prejudice to the foregoing obligation of the Purchaser/(s), the Developer may carry out the necessary rectification or restoration and the Purchaser/(s) shall be liable to reimburse the Developer for all costs, charges and expenses incurred by the Developer;
- 35.16. Not to refuse or neglect to carry out any work directed to be executed in the Sale Building or in the Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developer liable for execution of such works;
- 35.17. Not to encroach upon or make use of any portion of the Building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the Flat;
- 35.18. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound other than in the allocated parking spaces;
- 35.19. Not to restrain the Developer or their servants and agents from entering the Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the Building or the Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Building and also for laying down, maintaining, repairing and testing drainage and water pipes and

electric wires or similar purposes;

- 35.20. Within five (5) years of the possession if the Purchaser points out in writing any defect in construction, then the defect shall be rectified by the Developer;
- 35.21. Become a member of the Society and for the same from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Developer and/or the said Society shall require him to do;
- 35.22. Observe, perform and comply with all the bye-laws, rules and regulations of the said Society;
- 35.23. Not to store in the Flat/(s) any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the Building in which the Flat/(s) is/are situated or storing of which goods, is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage the staircase, common passage or any other structure of the Building and the Flat/(s);
- 35.24. Pay his share of costs, charges, expenses and fees payable for the services to the Developer or the Maintenance Agency appointed by the Developer, as the case may be until the Developer hands over to the management to the Society or a common organisation of purchasers is formed. Thereafter, once the Society has taken up the charge/ management , pay to the Society such costs, charges, expenses and fees in relation to the maintenance of the Society;
- 35.25. The Purchaser shall pay to the Developer the monthly contribution as may be determined by the Developer from time to time, due for the period commencing from the seventh day after the said Flat is offered for occupation by the Purchaser regularly on or before the 5th day of each month towards his/her/their provisional proportionate share of other expenses, outgoings and expenses due in respect of the said flat on account of the following, *interalia*:
- (i) Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
 - (ii) Cost of keeping the Property clean and well lit;
 - (iii) Decorating and/or painting the exterior of the Building and passages and staircases;

- (iv) Municipal and other taxes, cess and levies in respect of the insurance of the Building, the Land assessment, revenue, assessments, of Land under construction as well as completed building etc.;
- (v) Salaries and wages of persons employed for watching and/or cleaning the Property, operating water-pumps, maintaining records, etc.;
- (vi) Water& Sewerage charges & taxes etc.;
- (vii) Electricity charges for the Building;
- (viii) Sinking & other funds as may be determined by the Developer;
- (ix) Rent & cost of water meter or electrics meters;
- (x) Cost of water supplied by water tankers;
- (xi) All other outgoings due in respect of the Property including those incurred for the exclusive benefit of a Purchaser/(s) and/or his Flat;

Any other charges/fees for the maintenance or service of the amenities provided for use of the Purchaser/(s);

- 35.26. To pay to the Developer within 7 days of demand by the Developer, their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Building in which the Flat is situated otherwise statutory interest shall be applicable to such delayed payments;
- 35.27. Shall not misuse the area enmarked in the approved plans for any other purposes than using the same for which it is approved by the concerned authorities and shall also ensure that the Society shall not misuse the area earmarked in the approved plans for any other purposes than using the same for which it is approved by the concerned authorities;
- 35.28. 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 by the Purchaser, i.e. user for any purpose other than for residential purpose;
- 35.29. The flat shall be used for the purpose of residence and shall not be utilized for showroom, commercial, restaurant, coaching classes, warehouse, or any such

other purposes unless such permission is sought and obtained by the Purchaser from the Developer and the competent authority;

35.30. Pay proportionate share of property tax as per the prevailing rate/method to the Municipal Corporation of Greater Mumbai assessed on the whole Building. Provided, however that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than for residence or any other user of the Flat, the Purchaser alone shall bear and pay such special taxes and rates;

35.31 Shall not put any signage or board in the Building or any part thereof or outside the Flat; Not to fix any grill(s) or any other objects outside the window(s) and/or main door of the Flat other than what has been provided by the Developer at the time of giving possession of the flat; and

36. The amounts of deposits and outgoings payable by different Purchaser/(s) have been provisionally fixed by the Developer and the Flat Purchaser/(s) shall be bound by the same. After the execution of conveyance in favour of the Society may revise and re-fix the amounts payable for the Flat.

37. The Purchaser/(s) has/have represented and warranted to the Developer that he/it/they has/have the power and authority to enter into and execute this Agreement.

38. The Purchaser/(s) hereby declares/declare that he is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time and all supporting documents in respect of such compliance shall be provided to the Developer within a period of 7 (seven) from the date of any application or receipt in respect thereof. In case of failure on the part of such a purchaser to disclose the correct facts, the Developer shall be entitled to terminate the Agreement forthwith and the clauses relating to termination shall mutatis mutandis apply to such termination.

39. Indemnification

39.1. Purchaser hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors

and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which it may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser;

- 39.2. The Purchaser/(s) shall indemnify the Developer against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Developer. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developer in consequences of any legal proceedings that may be instituted by the authorities concerned against the Developer or vice-versa on account of such liability;
- 39.3. In the event of any failure on its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India or under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto, the Purchaser alone shall be liable for any action, proceedings or penalties imposed and the Purchaser/(s) agree/(s) to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
40. This Agreement constitutes the entire Agreement between the Parties and revokes and supersedes all previous correspondence and applications between the Parties, wherever written, oral or implied, if any, concerning the matters.
41. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed and signed by the parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the Conveyance deed and shall form part thereof.
42. The Purchaser shall register this Agreement with the Sub-Registrar of Assurances at Mumbai and after due intimation the Developer shall attend such office and admit execution of the Agreement for sale.
43. The Developer hereby confirms all the terms and conditions as are applicable to it.
44. The Developer shall be entitled to and may change the name of the Building once or more than once on or before obtaining completion certificate for the Building. However the name of the Building shall not be changed by the Society without written consent of the Developer.
45. The delay or indulgence on the part of the Developer in enforcing any of the terms

hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Developer's rights hereunder or otherwise under law.

46. All communications including notices, consents and approvals between the Parties under this Agreement shall be in writing. Any notice to be given to the Purchaser shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser at the address specified below, by Registered Post A.D. or Courier or email as provided hereunder. Any change in the address/email of the Purchaser should be notified in writing by the Purchaser to the Developer. The correspondence address of the Parties is mentioned herein below:

Developer: **GERARIE ENTERPRISES AND DEVELOPERS PRIVATE LIMITED**
through its Authorised Signatory Mr. Rahul G. Haria
Email address: admin@yugrealtors.com

Purchaser: _____ and
E-mail address: _____

47. Even after the Conveyance of the Property is executed in favour of the Society, the Developer will not be bound to hand over possession of the Flat to the Purchaser or to the Society, unless and until all the amounts which are due and payable by the Purchaser to the Developer under this Agreement or otherwise are paid along with interest, if any, to the Developer. The Developer shall have lien for unpaid price along with interest, if any, payable to the Developer as also for any other amount payable by the Purchaser to the Developer. Till such amount with interest, if any, is paid to the Developer, the Purchaser or the Society will not be entitled to possession of the Flat. The possession of the Developer shall continue till then.

48. The Purchaser shall on demand made by the Developer and on or before the handing over of the possession of the said Flat, pay to the Developer the following amounts along with applicable taxes, in addition to the Purchase Consideration agreed to be paid by the Purchaser:

48.1. Rs. _____/- (Rupees _____ *Only*) towards legal charges and towards cost of preparing & engrossing this Agreement;

48.2. Rs. _____/- (Rupees _____ only) or actuals, whichever is higher, towards installation or connection of water, electric and sewer services and M.S.E.B. Expenses (non - refundable);

48.3. Rs. _____/- (Rupees _____ only) towards Facility Development corpus for establishment and raising of the facility management services by the Developer;

- 48.4. Rs. _____/- (Rupees _____ only) towards Deposits to be paid to the concerned statutory body or local or public authority and electricity supply company, for water, electricity, gas, telephone connection or any other service connection in the Building, as and when applicable;
- 48.5. Rs. _____/- (Rupees _____ only) towards the building development charges of Rs _____/- ;
- 48.6. Rs. _____/- as the administrative fees for the induction of the new members into the Society/Association/Organisation;
- 48.7. Rs. _____/- (Rupees _____ only) towards Advance Maintenance Charges;
- 48.8. Government deposits as applicable;
49. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, at the time of sanctioning the plans and shall before handing over possession of the flat to the Purchaser obtain Occupation Certificate from the competent authority of the Building / part thereof.
50. The Purchaser along with other allottee(s)/ purchasers of Flats in the Building shall become member of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming members.
51. The Developer shall, within three months of handover to the Society, cause to be transferred and conveyed to the Society the Property in which the Apartment is situated.
52. At the time of registration of conveyance of the Building and the Land, the Purchaser shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable by the Society on such conveyance any document or instrument of transfer in respect of the Land and/or structure of the Building.
53. The Purchaser shall pay proportionate share of property tax as per the prevailing rate/method to the Mumbai Municipal Corporation assessed on the Land and Building along with arrears, if any from the date of handing over possession of the flat to the Purchaser/(s). Provided however that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority, the Purchaser/(s) alone shall bear and pay such special taxes and rates.

54. All disputes concerning this Agreement shall be subject to the jurisdiction of courts in Mumbai.
55. At the time of taking possession of the flat, the Purchaser shall pay, without any delay and/ or protest to the Developer such amount as they in their turn might have paid to the Reliance Energy Limited or MSEB as deposit for electric meters to be fitted to the flat as per the bills raised by the Developer.
56. The Purchaser/(s) agrees that the size of the flat shall be as per the plans approved by MCGM or concerned statutory authority which are already inspected by the Purchaser/(s) and have completely satisfied itself in respect thereof and the Purchaser/(s) shall not make any grievance alleging the inadequacy of area of the flat to the MCGM
57. Any dispute between Parties shall be settled amicably. However, in case of failure to settle the dispute amicably the same shall be referred to the Authority as per the provisions of the RERA and its Rules and Regulations, there under.
58. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.
59. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

IN WITNESS WHEREOF The parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

THE FIRST SCHEDULE

(Description of Property)

ALL THAT piece and parcel of land admeasuring about 1,480 square yards or thereabout equivalent to 1,237.42 square meters bearing Plot No.1005 (part) and 1024 (part) of Survey No.1000 and bearing City Survey No. 904 (a) and 905 of Mulund, Taluka Kurla, District Mumbai Suburban, situated at Dr. Rajendra Prasad Road, Mulund (West) in the Registration Sub-District of Mumbai Suburban District.

THE SECOND SCHEDULE

(Property)

ALL that piece and parcel of the Property being all that piece and parcel of land admeasuring 1,480 square yards or thereabout equivalent to 1237.42 (the “**Land**”) bearing Plot No.1005 (part) and 1024 (part) of Survey No.1000 and bearing City Survey No.904 (part) and 905 (part) of Mulund, Taluka Kurla, District Mumbai Suburban, situated at Dr. Rajendra Prasad Road, Mulund (West) in the Registration Sub-District of Mumbai Suburban District, together with the new building known as "The Pinnacle" (hereinafter referred to as the "**Building**") consisting of stilt plus twenty one upper floors together with stack parking

THE THIRD SCHEDULE
(Infrastructure and common facilities)

1. Earthquake Resistant Building Design
2. Grand Entrance Lobby
3. Paved Compound Flooring with good quality checker tiles
4. Terrace to have special Water Proofing Treatment
5. Fitness Centre
6. Society Office

THE FOURTH SCHEDULE
(Contours of the Flat)

Flat being flat no. ____ on the ____ admeasuring about ____ sq. ft. (*carpet area*), in the building known as "**The Pinnacle**" to be constructed on all that piece and parcel of land admeasuring about 1,480 square yards or thereabout equivalent to 1,237.42 square meters bearing Plot No.1005 (part) and 1024 (part) of Survey No.1000 and bearing City Survey No. 904 (a) and 905 of Mulund, Taluka Kurla, District Mumbai Suburban, situated at Dr. Rajendra Prasad Road, Mulund (West) in the Registration Sub-District of Mumbai Suburban District.

[EXECUTION SHEET IS ON THE NEXT PAGE]

[EXECUTION SHEET]

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

SIGNED AND DELIVERED BY THE)
Within named **DEVELOPERS**)
GERARIE ENTERPRISES AND)
DEVELOPERS PRIVATE LIMITED)
through its Authorised Signatory)
MR. RAHUL GOVINDJI HARIA)

in the presence of...)
1. _____)
2. _____)

SIGNED AND DELIVERED BY THE)
Within named **FLAT PURCHASER**)
)

in the presence of...)
1. _____)
2. _____)

Receipt

Received on or before the execution of these presents of and from the withinnamed Purchaser the sum of Rs _____/- (Rupees _____ ONLY) being part of the Purchase Consideration within mentioned to be paid to us Rs. _____/-

We Say Received:

**FOR GERARIE ENTERPRISES AND
DEVELOPERS PRIVATE LIMITED**

Witnesses:

Authorised Signatory

- 1.
- 2.

Annexure - 1

Copy of Title Certificate & Property Card

AGREEMENT FOR SALE

Dated this _____ day of _____, 20____

BETWEEN

**Gerarie Developers Private Limited
The Developer**

And

The Purchaser

Agreement for Sale