

24. ELEVATION OF THE NEW BUILDING:

The Purchaser/s shall not alter, amend, modify etc. the elevation of the said Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the New Building and shall keep the above in the same form as the Promoter constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the New Building including fixing or changing or altering grills, windows, air conditioners, chajjas etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchaser/s.

25. COVENANTS OF THE PURCHASER

The Purchaser/s with an intention to bring all persons into whose hands the said Unit / Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Promoter as follows:

- 25.1. To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the New Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 25.2. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/the Proposed Legal Entity are in any manner whatsoever prejudiced/ adversely affected.
- 25.3. Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoter and the Structural Engineers and the RCC Consultants of the New Building.
- 25.4. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the New Building by any act of the Purchaser/s.
- 25.5. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the New Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the New

Building .On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Promoter and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

- 25.6. Not to install any washing and/or drying equipment required to be installed by the Purchaser/s outside the said Unit or anywhere else in the New Building.
- 25.7. To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s (usual wear and tear excepted).
- 25.8. Not to demolish the said Unit or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the New Buildingand shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the New Buildingand shall not in any other manner damage the columns, beams, walls, slabs or RCC pards or other structural members in the said Unit withoutthe prior written permission of the Promoter and/or theProposed Legal Entity, when formed.
- 25.9. Not to do or permit to be done any act, deed, matteror thing, which may render void or voidable any insurance of the New Buildingor any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- 25.10. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or in the fire chutes or electrical ducts or plumbing ducts or fire-fighting ducts or in the other premises or any portion ofthe New Buildingand/or the said Land.
- 25.11. To bear and pay any increase in local taxes, water charges, insurances and such other levy if any which are imposed by the concerned local/publicauthority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s.
- 25.12. The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoter, until all the dues payable by the Purchaser/s to the Promoter hereunder and/or otherwise are fully paid up.
- 25.13. The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Legal Entityas also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Buildingand the 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 the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Legal Entity and/or the concerned authority and/or other public authority.

- 25.14. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Legal Entity regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- 25.15. The Purchaser/s shall permit the Promoter and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land/New Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s being put in possession of the said Unit.
- 25.16. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the New Building in any manner whatsoever and not to cover the voids in any place in the New Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas in the New Building.
- 25.17. The Purchaser/s shall not dispose of or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Unit. The Purchaser/s shall at all times co-operate with the Promoter for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Promoter from time to time.
- 25.18. The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the New Building.
- 25.19. The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Promoter or by any concerned authorities from time to time.
- 25.20. The Promoter shall provide to the Purchaser/s the water connection in respect to said Unit. The Promoter shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Unit.
- 25.23. The Purchaser/s is/are aware that the plans are approved with the use of compensatory fungible FSI and the premium is paid/shall be paid to MCGM for

the same.

25.22. The Purchaser/s is/are also aware that the Promoter has paid to MCGM the premium towards the staircase, lift lobby passage, internal staircase.

25.23. The Purchaser/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the New Building including the open space deficiencies and the sizes and details of the parking spaces available in the New Building. The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said land or in the adjoining plots by virtue of such open space deficiencies.

25.24. The Purchaser/s shall not make and/or raise any claims against the MCGM for having granted the approvals and concessions in relation to the redevelopment of the said land and shall indemnify MCGM against all the hardships caused to the Purchaser/s due to inadequate maneuvering spaces in the New Building.

25.25. The Purchaser/s hereby undertake/s to not to hold MCGM responsible for any failure in respect of the Mechanical Parking systems installed in the New Building and/or any part thereof.

25.26. The Purchaser/s shall not object to the Promoter applying for and obtaining part occupancy certificates from the MCGM in relation to any part of the New Building for the purpose of granting occupation to certain premises acquires in the New Building.

25.27. As a part of a marketing exercise or otherwise in the event if the Promoter is required under law, the Promoter may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the flats (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed legal Entity shall not object thereto.

25.28. The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the New Building and use name of the New Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed legal Entity shall not object thereto.

25.29. The Purchaser/s is/are further made aware that the Promoter is engaged in the business of construction, development and redevelopment of immovable properties in Mumbai and during the construction of the New Building and after completion thereof, the Promoter may desire to show the New Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoter including inter alia occupants of buildings, which the

Promoter is redeveloping or is proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Land and the New Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies etc. of the New Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.

- 25.30. It is clarified that the rights of the Promoter as specified in Sub-Clauses {xxvi}, {xxvii} and {xxviii} of this Clause 24 above are permanent rights granted to the Promoter by the Purchaser/s and the Promoter shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entity {as and when the same is formed} in relation to exercise of such rights.

26. INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.

27. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall register this Agreement with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the date of execution and inform the Promoter of the serial number, under which the same is lodged for registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Promoter and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

28. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to any third person or party, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Purchaser/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its

absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

29. MISCELLANEOUS:

29.1. **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoter may require, for safe guarding the interest of the Promoter to the New Building and/or the premises therein.

29.2. **Name of the Building:** The name of the New Building shall at all times remain as "Lotus Niwas", unless changed by the Promoter and the same shall not be changed without the prior written permission or approval of the Promoter. The Promoter shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the New Building placards, sign boards, neon signs, boardings etc. indicating to the public at large that the New Building is being constructed and/or developed or that the New Building has been constructed and/or developed by the Promoter.

29.3. **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("RPAD") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Promoter or hand delivered at the address hereunder stated and shall effectually and completely discharge the Promoter at A/16, Chheda complex CHS, M.G. Road end, Charkop village, Kandivali West, Mumbai-400067.

29.4. **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

29.4.1. Promoter : AALFK8573B

29.4.2. Purchaser/s : [_____]

29.5. **TDS:** all amounts towards the Purchase Price/consideration as payable by the Purchaser/s to the Promoter in accordance with Annexure 'H' hereof, shall be made subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961 and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under furnish to the Promoter the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoter shall be

deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

- 29.6. **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.
- 29.7. **Lien and Charge of the Promoter:** Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.
- 29.8. **Dispute Resolution:** To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority. Subject to what is provided in hereinabove, any other dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof (to the extent that the Maharashtra Real Estate Regulatory Authority does not have exclusive jurisdiction over such dispute, controversy, claim or disagreement) shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.
- 29.9. **Jurisdiction:** Subject to what is stated in the above Clause [29.8], the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
- 29.10. **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising

in to upon the said Land and/or the New Building and/or otherwise howsoever against the Promoter, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Land and/or the New Building and/or any part thereof.

- 29.11. **No Waiver:** Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.
- 29.12. **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.
- 29.13. **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.
- 29.14. **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 868.10 square meters or thereabouts now bearing CTS Nos. 984 and 984/1 to 10 of Village Pahradi, Taluka Borivali, Mumbai Suburban District and bounded as follows:

On or towards the West by	:	Nadiyadwala Colony Road
On or towards the East by	:	City Survey Boundary of Chincholi
On or towards the North by	:	Plot bearing CTS No. 985A

On or towards the South by : Plot bearing CTS No. 983A

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Flat bearing no. _____ on _____ floor with a carpet area (excluding the area of the balconies) (as per the definition of the term "*carpet area*" under Section 2 (k) of RERA) and in addition thereto having an in the New Building being/to be constructed on the said land as more particularly described in the First Schedule hereinabove written

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

- i. Unit Entrance lobby at every floor adjacent to the unit;
All the holder/s of premises on each floor will have a proportionate un-divided interest in the (i) above, with their fellow neighbors on the same floor.
- ii. Terrace/s, extended balconies and pocket terrace/s in the New Building shall be used exclusively by certain Unit holders/occupants, as provided in the forgoing Agreement; and
- iii. Car parking spaces earmarked by the Promoter as per the provisions of this Agreement.

PART B - COMMON AREAS

- i. Entrance lobby on the Ground Floor/Stilt Level.
- ii. Staircase of the New Building including the floor landing and the mid-landing, for the purpose of ingress and egress.
- iii. Gymnasium/Fitness Centre area as may be permitted by the MCGM

The Purchaser/s will have a proportionate un-divided interest in the above.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED SEALED AND DELIVERED)

By the within named "PROMOTER")

M/s. K L Ventures and Enterprises)

Through its duly authorized representative,)

Mr. Satish J Aggarwal)

in presence of)

1.)

)

2.)

SIGNED AND DELIVERED)

By the within named Purchaser/s)

[])

in the presence of)

1.)

2.)

ANNEXURE 'H'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The total consideration (purchase price) payable by the Purchaser/s to the Promoter in respect of the said Unit / Unit shall be Rs. [_____] /- (Rupees [_____] Only). The said consideration of Rs. [_____] /- (Rupees [_____] Only) shall be paid by the Purchaser/s (subject to deduction of Tax at Source as per Clause [29.5] of this Agreement) to the Promoter in the following manner:

Payments to be made in the following manner	Amount to be paid
Booking / Earnest money amount paid by the Purchaser/s to the Promoter prior to the execution hereof.	
On or before completion of the Plinth	
On or before casting of the 1 st Slab.	
On or before casting of the 3 rd Slab.	
On or before casting of the 5 th Slab.	
On or before casting of the 7 th Slab.	
On or before casting of the 9 th Slab.	
On or before casting of the Final Slab.	
On or before completion of the Partition wall for the said Unit.	
On or before completion of the Internal & External Plaster for the said Unit.	
On or before completion of the Plumbing & Electric work for the said Unit.	

