

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("this Agreement") is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN**

**Lohitka Properties LLP**, a limited liability partnership, incorporated under the provisions of Limited Liability Partnership Act, 2008, having its registered office of business at Pius Infinity, Ground floor and 3<sup>rd</sup> floor, behind Garware House, Paranjape B Scheme, Subhash Road, Vile Parle (E) Mumbai 400057, hereinafter referred to as the "**the 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./Mrs./Messrs.** \_\_\_\_\_, having  
his/her/ their address at \_\_\_\_\_

\_\_\_\_\_, herein after 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 his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

(Signature of Promoter)

(Signature of Purchaser)

**WHEREAS:**

- A) Western Rolling Mills Private Limited (hereinafter referred to as the “**Owner**” or “**WRMPL**”) were the owners of all that piece and parcel of land bearing Survey No. 151A(Part) and Survey No. 89(Part) corresponding to CTS No. 531(Part) and CTS No. 534 admeasuring 10,882.00 square meters or thereabouts (hereinafter referred to the as “**Plot B**”) and Survey No. 89 (Part), Survey No. 151A (Part), Survey No. 158 (Part), Survey No. 159 (Part), Survey No. 168 (Part) corresponding to CTS No. 514 (Part), CTS No. 531 (Part), CTS No. 532 (Part), CTS No. 533 (Part) and CTS No. 534 admeasuring 49,250.00 square meters or thereabouts (hereinafter referred to the as “**Plot A**”) both aggregating to 60,132.00 square meters or thereabouts and as per Property Register Card admeasuring 59970.00 square meters situate, lying and being at Village Nahur, Taluka Kurla, District Mumbai Sub-urban and which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the Larger Land**”)
- B) By and under an Indenture of Lease dated 11<sup>th</sup> September, 1979 made between the Owner as the Lessor of the One Part and Western Ministeel Limited (hereinafter referred to as “**the Lessee**”) of the other part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No.2219/S/79, the Lessor therein granted and demised unto the Lessee therein and the Lessee agreed to take on lease from the Lessor for a period of 20 years commencing from 1<sup>st</sup> December, 1972, an area admeasuring 10,882.00 square meters out of the said Larger Land, more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**Plot B**”);
- C) By and under an Indenture of Lease dated 25<sup>th</sup> January, 1990 made between the Owner as the Lessor of the One Part and the Lessee of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-7/14552 of 2002, the Lessor therein granted and demised unto the Lessee the Plot B for a further period of 20 years commencing from 1<sup>st</sup> December, 2002;
- D) By and under a Deed of Conveyance dated 8<sup>th</sup> April, 2002 made between the Owners referred to as “the Vendors” of the One Part and the Promoter (then known as Lohitka Properties Pvt. Ltd.) therein referred to as “the Purchasers” of the Other Part and registered with the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No. BDR-7/4552 of 2002, the Vendors therein granted, conveyed and released unto the Purchasers reversionary rights in respect of the said Plot B herein, at for the consideration and on the terms and conditions therein contained.

- E) By and under Articles of Agreement dated 7<sup>th</sup> June, 2002 made between the Owner of the One Part and the Promoter of the Other Part and registered with the office of Sub-Registrar of Assurances at Kurla under Serial No.BDR-7/4224 of 2002, the Owners therein granted development rights to the Promoter of an area admeasuring 49,250.00 square meters (hereinafter referred to as “**Plot A**”)from and out of the Larger Land and more particularly described in the **Third Schedule** hereunder written and at or for consideration and on the terms and conditions contained therein;
- F) By and under an Agreement dated 10<sup>th</sup> June, 2002 made between the Promoter of the One Part and Sheth Developers Private Limited of the Second Part, the Promoter delegated, granted and assigned all the acquired rights, powers and authorities obtained under Development Agreement dated 7<sup>th</sup> June, 2002 to the Sheth Developers Private Limited in respect of the Plot A for consideration and on the terms and conditions contained therein;
- G) By and under Power of Attorney dated 14<sup>th</sup> June, 2002, the Promoter granted various powers and authorities in favour of Mr. Ashwin Sheth, Mr. Jitendra Sheth and Mr. Vallabh Sheth of Sheth Developers Private Limited to do the acts, deeds and things as therein mentioned and in pursuance of the Agreement for Development dated 10<sup>th</sup> June, 2002.
- H) In pursuance of the Agreements dated 7<sup>th</sup> June, 2002 and 10<sup>th</sup> June 2002 respectively, the Promoter and Sheth Developers Private Limited have jointly developed a portion of the Plot A admeasuring approximately 31,434.37 square meters by constructing thereupon seven buildings by consuming FSI/TDR arising/accruing on the Plot A and constructed and completed building nos. 1, 2, 3, 4, 5, 6, and 8 and Occupation Certificates for the same have been received. Sheth Developers Private Limited entered into diverse agreements for sale in respect of the sale of the flats/premises/units etc. in the buildings constructed thereupon.
- I) Subsequently, in or around the year 2005 restrictions were imposed on the further development of the Larger Land/Plot A as a portion thereof was declared as forest land under the Maharashtra Private Forests Acquisition Act, 1975. In view of the said restrictions, the Agreement dated 10<sup>th</sup> June 2002, executed between the Promoter and Sheth Developers Private Limited stood terminated on the ground of the understanding arrived at between them under the Agreement and the Promoter is in possession of the Plot A and is entitled to develop and construct thereon.
- J) By an order dated 30<sup>th</sup> January, 2014 passed by the Hon’ble Supreme Court in Civil Appeal No. 1102 of 2014 arising out of SLP No. 10677 of 2008, the Hon’ble

(Signature of Promoter)

(Signature of Purchaser)

Supreme Court set aside the reservation of forest lands on the Plot A/Larger Land.

- K) The State of Maharashtra filed a Review Petition seeking review of the judgment and order dated 30<sup>th</sup> January, 2014 in Civil Appeal No. 1102/2014. However, in view of certain defects found by the Office of the Supreme Court in filing the Review Petition, which defects remain to be rectified by the Petitioner therein, i.e., the State of Maharashtra, the office of the Supreme Court directed that the Review Petition cannot be registered. The Review Petition was further directed to be lodged. However, till date the copy of the Review Petition filed, if any, has not been served to the Promoter.
- L) By and under Deed of Surrender dated 17<sup>th</sup> March, 2016 registered with the office of the Sub-registrar of Assurances under Serial No. 2553 of 2016, the Lessee surrendered its leasehold rights in the Plot B in favour of the Promoter. Consequently, the Promoter become owner and absolutely entitled to and seized and possessed of the Plot B.
- M) The Promoters are seized and possessed of and sufficiently entitled to undertake the construction and development of the balance potential of Plot A admeasuring in aggregate 17,815.63 square meters out of the aggregate developable land 49250.00 square meters (hereinafter referred to as “**the balance of Plot A**”).
- N) By and under an Indenture/Deed of Mortgage dated 22.03.2018 made between the Promoter & WRMPL therein collectively referred to as “**Mortgagors**”, Promoter & Emami Infrastructure Limited therein collectively referred to as “**Borrowers**” and Axis Trustee Services Ltd. therein referred to “**Mortgagee**” and registered with the Office of the Sub-Registrar of Assurances at Kurla under KRL-2-3369 of 2018, in order to secure financial facilities, the Mortgagor mortgaged the Larger Property (excluding the built up area of existing constructions of allottees/society and the club house constructed thereon) in favour of the Mortgagee on the terms and conditions and in the manner therein contained.
- O) By and under an Indenture of Mortgage dated 08.01.2021 made between the Promoter therein referred to as “**Mortgagor**” and “**Borrower**” and Kotak Mahindra Prime Limited therein referred to “**Mortgagee**” and registered with the Office of the Sub-Registrar of Assurances at Kurla under KRL-3-3789 of 2021, in order to secure financial facilities, the Mortgagor mortgaged the Larger Property (excluding the built up area of existing constructions of allottees/society and the club house constructed thereon) in favour of the Mortgagee on the terms and conditions and in the manner therein contained

- P) The Promoter has utilised the part of the potential of the Plot A along with the TDR and Road FSI (vide circular dated 16th November, 2016 issued by Town Plan of Maharashtra) and now the Promoter is in possession of 49088.00 square meters of land as per Property Register Card bearing CTS Nos. 514, 531(pt), 531/1 to 14, 532A (pt) and 534 (pt) corresponding to Survey No. 89, 151 A, 158, 159, 168 at Village Nahur, Taluka Kurla in the District of Mumbai Sub-urban and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the "**Plot A**"). The Promoter has granted right of access from the Plot A to the Plot B and also got right of access to the portion of Plot A from the Plot B. The Purchaser is aware that some of the Parking Spaces of the Building/s to be constructed on the portion of the Plot A are given/provided in the Project to be constructed on the portion of Plot B as per the provisions of Development Control Regulations of MCGM.;
- Q) The Promoter has contemplated development of a layout project on the Lager Land (Plot A and/or Plot B) to be known as "**Montana**" in one or more phases and accordingly through their Architects submitted the layout plans in respect of the Larger Land (Plot A and/or Plot B) to the Municipal Corporation of Greater Mumbai ("**MCGM**") for sanction thereof and the said plans have been amended and approved from time to time (hereinafter referred to as the "**Layout Project**");
- R) In the layout project, the Promoter inter-alia is proposing to develop one building known as 'Rosa' with two wings namely Wing A and Wing B as "**Montana Phase I**" on a portion of the Plot A Comprising of lower ground + stilt + 39 upper floors or may extended up to 43 upper floors and more upper floors and registered the same as an independent "real estate project" ("**Project**"). The Project has been registered with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("**Act**").
- S) While sanctioning the said plans, the MCGM and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which, the Occupation Certificates in respect of the Project shall be granted by the concerned local bodies and authorities;
- T) The Promoter has appointed Designing Architects & Liaison Architects and structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents which of have been inspected

(Signature of Promoter)

(Signature of Purchaser)

by the Purchaser;

- U) The Promoter is entitled to sell and intends to sell, transfer, assign on ownership basis, flats/shops/units in the Project at its sole and exclusive discretion;
- V) The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title regarding the Larger Land/Plot A, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the RERA including the following:
- (i) Copy of the layout Plan, Typical Floor Plan and; Copy of Power of Attorney and Declaration (If required), as annexed as **Annexure "A"** hereto;
  - (ii) Copy of Intimation of Disapproval of the Project, as annexed as **Annexure "B"** hereto;
  - (iii) Copy of Commencement Certificate, as annexed as **"Annexure C"** hereto;
  - (iv) Copy of the Certificate of Title issued by Kanga & Co, Advocates & Solicitors of the Promoter, as annexed as **Annexure "D"** hereto;
  - (v) Copy of Property Card and Copy of 7/12 Extract, as annexed as **"Annexure E"** hereto
  - (vi) The common areas, facilities and amenities in the Layout Project that may be usable by the Purchaser and are listed in the **Annexure "F"** hereto (**"Layout Amenities"**); and
  - (vii) Specifications, fixtures, fittings, facilities and amenities of the Flat/shop/unit to be purchased by the Purchaser in the Project, as annexed as **Annexure "G"** hereto.
  - (viii) Copy of RERA Registration Certificate bearing number P51800000735 issued by the Authority under the Act, as annexed as **"Annexure H"** hereto.

The Purchaser/s has/have accepted the same and has/have, agreed that he/she/they shall not raise any requisition or objection to the title of the Owners/ Promoters to the Larger Land/Plot A and/or the Project. The Purchaser further undertakes that he shall execute such necessary no-objections in the format provided by the Promoter, if so required;

- W) The Purchaser(s) has/ have prior to the execution of this Agreement has/have visited and inspected the site of construction of the Project and has/have at its own, cost, charge and expense carried out due diligence in respect of the title of the Promoter to the Larger Land/Plot A and after satisfying himself/herself/themselves/itself about the title of the Promoter thereto and the Purchaser(s) having accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoter and the

(Signature of Promoter)

(Signature of Purchaser)

Purchaser(s) hereby agrees not to further investigate the title of the Owner and/or the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Owner and/or the Promoter to the Larger Land/Plot A at any time in future;

- X) The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contains materials / pictorial depictions in the nature of artists impressions and the same may differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals;
- Y) After conducting all due diligences and being satisfied with the same, the Purchaser has approached the Promoter and applied for allotment of Flat No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square meters carpet area (as per presently applicable development norms) and \_\_\_\_\_ square meters carpet area (as per RERA) along with \_\_\_\_\_ square meters of balcony on the \_\_\_\_\_ floor, of Wing " \_\_\_\_\_ " in the Building known as **ROSA**, Montana Phase-I, in the Project and more particularly described in the **FOURTH SCHEDULE** hereinafter written (hereinafter referred to as "**the said Flat**")
- Z) At the request of the Purchaser, Promoter has issued Allotment Letter for the allotment of the said Flat. The Purchaser has now requested the promoter to execute and register the Agreement for Sale. After conducting all due diligences and after inspecting all the documents and sanctioned plans including latest layout plans and being satisfied with the same the Purchaser/s is/are executing this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, permissions, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement which supersedes all the terms and conditions of the Provisional Allotment Letter;
- AA) The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the said Flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein;
- BB) Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the said Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908 at the cost, charge and expense of the Purchaser(s) alone;
- CC) The Promoter has informed the Purchaser that they have entered into/ are entering into/will be entering into similar separate agreements with the several other persons

(Signature of Promoter)

(Signature of Purchaser)

and parties for the sale of flat/ shop/ unit/ premises in the said Building(s) to be constructed on the Plot A/Larger Land;

DD) The Promoter has fully disclosed to the Purchaser(s) the subsisting charge and mortgage in respect of the said Flat to the satisfaction of the Purchaser(s). The Purchaser(s) shall not be entitled to raise any further requisitions on the Promoter in this respect.

EE) The Promoter has fully disclosed to the Purchaser and the Purchaser is aware about the Development on the Plot B and the Purchaser is well aware that, the Promoter is developing the Plot B along with the Plot A.

FF) The Purchaser(s) have booked the said Flat in above referred project. The Purchaser/s is/are aware that, the Promoter has already developed part of the Plot A with 7 Buildings. The building in which the Purchaser/s has/have booked the said Flat is to be constructed on the portion of Plot A. The Purchaser/s is/are well aware that, the Promoter is developing another project on the Plot B. The Promoter has also given and explained to the Purchaser/s all the details about the Project bearing RERA Registration No. P5180000735, in which the Purchaser/s has have booked the said Flat. Therefore the Purchaser/s hereby is/are giving his/her/their irrevocable consent to the Promoter for the followings:

- i) To make necessary changes in the Lay-out Plan of the Project;
- ii) To make suitable changes in location of the amenities and facilities of the Project;
- iii) To make necessary changes in the disclosure/information given by the Promoter on the website of Maha-RERA, including but not limited to make changes in the draft of Agreement for Sale and Provisional Letter of Allotment;
- iv) To make necessary changes in the disclosure/information given by the Promoter on the website of Maha-RERA, including but not limited to make changes in the draft of Agreement for Sale and Provisional Letter of Allotment;

GG) The parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to allot the said Flat to the Purchaser(s) in the manner hereinafter appearing.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not

(Signature of Promoter)

(Signature of Purchaser)

intended in derogation of RERA.

2. **AGREEMENT:**

- 2.1. The Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s), Flat/Shop/Premises bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square meters carpet area (as per RERA) along with \_\_\_\_\_ square meters of balcony on the \_\_\_\_\_ floor in the building known as 'ROSA' as in the Project "Montana Phase-I" (hereinafter referred to as "the said Flat") for the Total Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The said consideration amount is subject to deduction of Tax Deducted at Source (TDS) @ 1% or any other applicable rate as per the provisions of the Income Tax Act, 1961 to be paid by the Purchaser(s) to the Promoter in the manner mentioned hereinafter. The Promoter shall have an unpaid vendor's lien on the said Flat for any amounts outstanding under this Agreement and/ or out of the Sale Consideration until the same is paid by the Purchaser(s) to the Promoter and the Promoter is in receipt of the same. The Purchaser(s) shall be liable and obliged to deposit the amount of TDS so deducted to the credit of the Promoter with the income- tax department simultaneously on the same date when amount of TDS is deducted by the Purchaser(s) and the Purchaser(s) shall immediately provide proof of deposits of the amount of TDS to the Promoter. The Purchaser(s) shall also be liable and obliged to provide TDS certificate to the Promoter within 15 (Fifteen) days from the date amount of TDS is deducted by the Purchaser(s) failing which the Promoter shall have an unpaid vendors lien on the said Premises for amount of TDS which are deducted and for which TDS Certificate is not provided by the Purchaser(s). Provided further that at the time of handing over the possession of the said Flat, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser producing such certificate within 1 month of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 1 month, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

3. **PAYMENTS:**

- 3.1. The Purchaser has paid to the Promoter a sum equivalent to i.e. \_\_\_\_\_% of the

(Signature of Promoter)

(Signature of Purchaser)

Total Consideration value of the said Flat being Rs \_\_\_\_\_/-  
(Rupees \_\_\_\_\_  
\_\_\_\_\_ only) (the payment and receipt whereof  
the Promoter do hereby admit and acknowledge and acquit, release and  
discharge the Purchaser from the payment and receipt thereof and every part  
thereof) being the earnest money/ booking amount/part consideration on or before  
the execution of this Agreement and agrees to pay the balance amount of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) in the manner as more  
particularly set out herein below, as time being of the essence of the payment:

- (i) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on or before the execution of Agreement for Sale,
- (ii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Plinth Slab of the building or wing in which the said Flat is located.
- (iii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Top Podium Slab of the building or wing in which the said Flat is located.
- (iv) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 5th Slab of the building or wing in which the said Flat is located.
- (v) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 10th Slab of the building or wing in which the said Flat is located.
- (vi) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 15th Slab of the building or wing in which the said Flat is located.
- (vii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 20th Slab of the building or wing in which the said Flat is located.
- (viii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 25th Slab of the building or wing in which the said Flat is located.
- (ix) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 30<sup>th</sup> Slab of the building or wing in which the said Flat is located.
- (x) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 35<sup>th</sup> Slab of the building or wing in which the said Flat is located.
- (xi) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the 39<sup>th</sup> Slab of the building or wing in which the said Flat is located.
- (xii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Top Slab of the building or wing in which the said Flat is located.

(Signature of Promoter)

(Signature of Purchaser)

- (xiii) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Internal Brickwork and Plastering of the building or wing in which the said Flat is located.
- (xiv) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Flooring of the building or wing in which the said Flat is located.
- (xv) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on completion of the Sanitation of the building or wing in which the said Flat is located.
- (xvi) Amount of Rs. \_\_\_\_\_ to be paid to the Promoter on Fit-outs / on or before possession of the said Flat / Shop / Premises.

3.2. The Total Consideration is exclusive of any sums or amounts and is further excluding *inter alia* contribution or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the said Flat or otherwise, now or in future. The Purchaser confirms and agrees that contribution and all sums, taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.

3.3. The Purchaser shall at the time of making payment of the final installment and simultaneously with receipt of possession of the said Flat pay to the Promoter the following amount:

- I. Rs. \_\_\_\_\_ lump sum amount for legal expenses.
- II. Rs. \_\_\_\_\_ legal charges for formation of Society.
- III. Rs. \_\_\_\_\_ for share money, application and entrance fee of the Society;
- IV. Rs. \_\_\_\_\_ towards Electric meter connection and water meters connection charges.
- V. Rs. \_\_\_\_\_ towards interest free advance maintenance
- VI. Rs. \_\_\_\_\_ towards infrastructure/development charges.
- VII. Rs. \_\_\_\_\_ towards pipe line gas connection.
- VIII. Rs. \_\_\_\_\_ towards onetime Clubhouse membership fee.
- IX. Rs. \_\_\_\_\_ towards non-interest bearing corpus fund deposit, including apex body charges.

3.4. It is hereby agreed between the parties that in the event, if there being any increase in the amounts mentioned in clause 3.3 hereinabove and/or any other amounts/deposits/expenses which are not referred to therein become payable, for any reason, then the Purchaser shall be liable to bear and pay the same within seven days from receipt of the Promoter's written intimation in this regards. The

(Signature of Promoter)

(Signature of Purchaser)

above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Purchaser in respect of the above amounts deposited by the Purchaser with the Promoter.

- 3.5. The Purchaser shall, at the time of taking possession of the said Flat from the Promoter, pay to the Promoter an interest free security deposit towards maintenance as mentioned in clause 3.3 (v) . In the event the amounts collected towards maintenance are not adequate to meet expenditure then and in that event the Promoter shall be entitled to collect further amounts from the Purchaser. The Purchaser shall make his/her/its contribution as may from time to time be required by the Promoter and/or Society formed for the purpose of maintenance and management of the facilities. It is however agreed that the Purchaser shall nevertheless also be strictly liable to pay monthly contributions to the Promoter or the Society as may be determined by the Promoter or the said Society as the case may be. The interest free security deposit towards maintenance to be paid by the Purchaser shall be in addition to the consideration value of the said Flat and the other deposits payable by the Purchaser as mentioned in clause 3.3 hereinabove.
- 3.6. It is clearly understood by the Purchaser that he/she/they shall deposit a non-interest bearing corpus fund, as mentioned in clause 3.3(ix) herein above, till the conveyance of the Project to the Apex Body/Apex Bodies, for the purpose of maintenance and management of the infrastructure as corpus fund received/to be received by the Promoter. The said corpus fund shall be utilized by the Promoter for the purpose of maintenance, management and repair of the infrastructure facilities, internal layout road, common and recreational amenities etc. in the manner the Promoter deems fit and proper, on day to day basis and as and when required. The Purchaser hereby acknowledges and irrevocably consents that the said corpus amount deposit together with interest, if any, earned thereon shall be available for utilization till the same are exhausted by the Promoter for the said purpose of maintenance, management and repair of the infrastructure facilities, internal layout roads including street lighting etc common and recreation facilities etc. The Purchaser/s hereby agrees and confirms that the balance amount of corpus fund remained, if any, with Promoter, then same will be refunded to Apex Body/Apex Bodies within 6 months of formation of last Apex Body/Society in layout project by the Promoter. The Purchaser declares and confirms that the Purchaser shall notwithstanding what is stated above continue to pay their respective maintenance charges and outgoings in respect of the said Flat without any delay and demur and as and when the same is demanded by the Promoter/Society from the Purchaser. It is further agreed by the Purchaser that the payment of the said corpus fund is over and above the consideration price and

(Signature of Promoter)

(Signature of Purchaser)

also the various deposits agreed to be paid by the Purchaser and that the Purchaser shall not claim any set off or adjustment against the said amount or any other amount/amounts payable by the Purchaser in any manner whatsoever from the Promoter.

- 3.7. It is further agreed accepted and confirmed by the Purchaser that the Promoter shall have full power, control and absolute authority to manage and maintain the facilities as mentioned herein in the manner the Promoter may deem fit and for that purpose the Promoter shall be entitled to lay down such terms and conditions as regards payment by the Purchaser of the Flat in the Project regarding monthly maintenance charges or otherwise to enable the Promoter to effectively maintain the facilities. The Purchaser has hereby agreed to abide by the terms as laid down by the Promoter and the Purchaser shall have no right to question and dispute the decision of the Promoter in regard to their powers and authorities for maintaining the said facilities. In the event of the Purchaser failing to abide by the terms and conditions as laid down by the Promoter the same shall be deemed as a breach of the terms of this Agreement and thereupon the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the Purchaser shall have not taken possession of the said Flat and the Purchaser shall not have paid the consideration amount and all other dues under the said Agreement.
- 3.8. The Purchaser(s) is/are also, aware that Goods and Service Tax (“**GST**”) is payable on the sale transaction contemplated herein at the applicable rate on the Sale Consideration of Flat/ Shop/ Unit/ Premises executed on or after 1st July, 2017. In compliance of the aforesaid, the Purchaser(s) hereby agree(s) to pay the applicable GST on the Sale Consideration of the said Flat and/or any additional amount (due to enhancement in the percentage by the Central Government) to the Promoter, if any, being the amount payable towards GST as and when demanded by the Promoter. The Purchaser(s) hereby also agree(s) to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the service tax (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter. The aforesaid condition will form part and parcel of fundamental terms of this Agreement.
- 3.9. The Purchaser(s) hereby further undertake, agree, confirm and declare to pay, any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies, local body tax (LBT), GST or any other direct or indirect tax by whatsoever name called or any other charges or duty, etc. levied by state and/or central government

(Signature of Promoter)

(Signature of Purchaser)

and/or MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority, when demanded by the Promoter.

3.10. The Promoter shall not be liable to refund any amounts paid by the Purchaser(s) towards tax deducted at source (TDS), local body tax (LBT), GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority (hereinafter collectively referred to as "the said Taxes") on the Sale Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted and paid by the Purchaser(s) in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the said Flat.

3.11. Notwithstanding what is mentioned in this Agreement, it is hereby agreed by and between the Promoter and the Purchaser(s) that the Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the adhoc non-interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Promoter, the Purchaser(s) hereby agrees to forthwith pay the same to the Promoter within a period of 7 (seven) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoter and the Purchaser(s) that in the event if any GST, local body tax and/or any other tax by whatsoever name called is levied by the central and/or state government and/or local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser to the Promoter as mentioned hereinabove then the same shall be solely borne and paid by the Purchaser(s) alone.

3.12. The Purchaser(s) hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser(s) to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes,

duties, cess and other outgoings in respect of the said Flat and/or the said Plot A and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the Flat/unit/premises, etc. and the Purchaser(s) shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoter under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Flat and/or the Plot A and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the said Flat and/or the Plot A and/or any part or portion thereof payable by the Purchaser(s) under this Agreement to the Promoter and/or its nominees and/or the competent authority.

- 3.13. In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing such additional facilities and amenities as provided in the Project and/or the layout project.
- 3.14. It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- (i) Make payment of the installments as mentioned hereinabove, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
  - (ii) Observe all the covenants, obligations and restrictions stated in this Agreement; and
  - (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 3.15. It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 3.16. The Purchaser hereby agree(s) and shall also be liable and obliged to pay interest as specified in RERA per annum on all and any amounts, taxes which become due and payable by the Purchaser(s) to the Promoter under this Agreement from the date the same is due and payable by the Purchaser(s) to the

Promoter and/ or from the date when demand is raised by the Promoter.

3.17. The Purchaser hereby agrees and undertakes that he/she/they accord/s his/her/their irrevocable consent that any payment made by the Purchaser to the Promoter here under shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards taxes and other statutory dues in relation to the said Flat and/or this Agreement;
- (ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (iii) thirdly, towards interest on the amounts (including Total Consideration) payable hereunder;
- (iv) fourthly, towards the charges and other amounts payable hereunder; and
- (v) finally towards Total Consideration.

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

3.18. The aforesaid payments shall be made by the Purchaser within 7 (Seven) days of notice in writing by the Promoter to be given as hereinafter mentioned.

3.19. The Promoter shall confirm that the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the respective Wing of the Project is complete, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area of the said Flat shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the said Flat within the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 (forty) days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Project, Registration of Real Estate Agent, Rates of Interest and Disclosure on Website) Rules, 2017 ("**Rules**"), from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the said Flat allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan/schedule.

3.20. The Total Consideration is escalation-free, save and except, escalations/ increases, due to increase on account of development charges, taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time.. It is hereby agreed that the Purchaser shall pay such increase in development charges, taxes, cost, or levies imposed by the competent authorities

(Signature of Promoter)

(Signature of Purchaser)

etc., to the Promoter, as per the demand raised by the Promoter, in the next milestone of the payment plan.

3.21. Time for payment is the essence of this Agreement. In addition to the consideration and taxes/levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement.

3.22. All payments to be made by the Purchaser under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of Promoter's Bank Account (**Designated Account/Promoter's Specified Account**) as may be informed by the Promoter to the Purchaser from time to time. Any payment made in favour of any other account other than the Designated Account/ Promoter's Specified Account/such other accounts as instructed/specified by the Promoter shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser.

#### 4. **OBLIGATIONS OF THE PROMOTER:**

4.1. The Promoter shall construct the Project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. Subject to the provisions of the Act and the Rules, the Promoter shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same.

4.2. The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the same.

4.3. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit towards the Total Consideration of the Flat and/or any other charge(s) as may be demanded by the Promoter from time to time.

4.4. The Purchaser is aware that the obligation of the Promoter is merely to provide provision for water supply and electricity supply, however, the connection and

supply of water and electricity shall be at the discretion of the authorities and the electricity supply company.

5. **LOAN AGAINST THE SAID FLAT:**

5.1. It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any bank/ financial institution / or any other lender (hereinafter referred to as “**the Lender**”) for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the said Flat to the Promoter and/or mortgaged/mortgages the said Flat with the Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. In the event, if there is any delay in disbursement of the loan amount by the Lender on due date(s), then the Purchaser shall be liable to pay an interest at the rate as specified in the Act. Further, the Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the said Flat and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges, property tax and other taxes) payable hereunder have not been paid, the Promoter shall have a lien on the said Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

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

Promoter shall be entitled to enforce its rights as mentioned herein.

- 5.3. The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Flat in any manner whatsoever without obtaining the prior written permission of the Promoter and the Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society about the lien / charge of such Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
- 5.4. The Purchaser shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the said Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoter shall have first lien/charge on the said Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser further undertakes to reimburse the same to the Promoter without any delay, default or demur.

6. **TERMINATION BY THE PROMOTER AND THE CONSEQUENCES:**

- 6.1. On the Purchaser committing 3 (three) successive defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's share of Contribution as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 6.2. Provided always that the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing by Registered Post AD/Speed post/courier at the address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and

(Signature of Promoter)

(Signature of Purchaser)

default shall have been made by the Purchaser in remedying such breach or breaches within a period of 15 (fifteen) days as provided in such cure notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination of notice period of 15 (fifteen) days.

- 6.3. Provided further that upon termination of this Agreement as aforesaid, an earnest amount of **10%** of the Total Consideration will stand ipso facto forfeited without any reference or recourse to the Purchaser towards Liquidated Damages and the Promoter shall refund to the Purchaser the remaining amount of Total Consideration of the said Flat excluding taxes of any nature whatsoever paid to the government which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated Damages shall be refunded by the Promoter to Purchaser within 30 (thirty) days from the date of termination of this Agreement. The Purchaser confirms that the Liquidated Damages is a genuine pre-estimate of the loss suffered by the Promoter and not in the nature of penalty.
- 6.4. In the event, the Promoter informs the Purchaser that it is unable to undertake the Project due to Force Majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Promoter/Purchaser decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Purchaser till then (excluding the taxes deposited with the government) along with the interest as specified in the Act.
- 6.5. It is hereby agreed between the Parties hereto that receipt of the aforementioned refund either under Clause [6.3] or [6.4] above, as the case may be, by way of cheque, if any, by registered post acknowledgment due/speed post/courier at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions) dispute of any nature whatsoever either against the Promoter or against the said Flat or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation, without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard. The Promoter shall be entitled to re-sell/allot the said Flat to a third party,

from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts (subject to deductions, if any).

- 6.6. Upon the Promoter terminating the Agreement, Purchaser(s) shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the said Flat or any part thereof and /or against the Promoter and the Promoter shall be entitled to deal with and dispose off the Flat to any other person(s) as it deems fit without any further act or consent of the Purchaser(s).
- 6.7. All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

7. **RIGHTS OF THE PROMOTER:**

- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Promoter to the Purchaser and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 7.2. The Purchaser hereby grants his/her/their irrevocable authority, permission and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off the Flats forming part of the Project and to permit the same to be utilized by anyone for any purpose.
- 7.3. The Purchaser hereby expressly and irrevocably consent/s that after the execution of this Agreement, if any further FSI is permitted to be utilized on the Plot A in accordance with the applicable law and/or in accordance with the proposed Development Control Regulations, 2034 ("DCR 2034"), the same shall inure for the benefit of the Promoter alone. If the FSI in respect of the Plot A is increased by the Sanctioning Authorities and/or additional construction is possible on the Plot A on account of transfer of development rights available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, the Promoter alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans and the purchaser hereby undertakes that he/she/they shall not raise any objection in that regard. The Promoter will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently

available and / or that may be available in the future for any reason including on account of change in regulations / law /any Act etc. in respect of the Plot A or any part thereof or any adjoining property or properties as the case may be and continue development till the benefit is fully utilised by the Promoter directly or indirectly and all the Flats etc. of the layout project are sold and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser herein and the purchaser/s of flats are fulfilled by them. The Purchaser shall not be entitled to claim any rebate in price or compensation for usage of the amenities etc. or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.

- 7.4. Notwithstanding the other provisions of this Agreement, the Promoter will be providing various amenities and facilities in the Plot A, which will be used by all the units/flats/premises holders of the layout project including the Project. In view thereof, the Promoter shall be entitled to nominate or appoint any person (“**project management agency**”) to manage the operation and maintenance of the layout project including but not limited to the Project, premises and the infrastructure, common amenities and facilities of the layout project, STPs, garbage disposal system and such other facilities that the Promoter may be required to install, operate and maintain for a period till the Occupation Certificate or whatever name it is called is obtained from the Sanctioning Authority in that regard and if the Society approves, for any subsequent periods for such fee, which fee shall be a minimum of [10]% (and escalation thereto) on the actual expenses to be incurred by the project management agency. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or Organization as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Plot A. It is hereby clarified that any amenities and facilities provided in the Plot A shall also be used by the other units/flats/premises holders of the layout project and the Purchaser hereby agrees and undertakes not to raise any dispute or objection in this regard.
- 7.5. In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser’s share of the project management fee as aforesaid, that may become payable with respect to the operation and maintenance of the Project, Plot A, the Common

Areas/Amenities and Facilities. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser shall either directly pay the project management fee to the Promoter or to the project management agency.

- 7.6. It is hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Apex Body for any act, deed, matter or thing committed or omitted to be done by the project management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the Project and/or the layout project.
- 7.7. The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Plot A or any part thereof in accordance with the provisions of the Act and construct additional buildings, floors, make alterations and deal with the same in the manner the Promoter deems fit and proper.
- 7.8. Before the conveyance of the Larger Land/Plot A in favour of the Apex Body/Bodies, the power and authority of the Society shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the layout project, the construction, development and completion thereof of the Larger Land/Plot A and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold flats and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises in the Project.
- 7.9. Till the entire development of the layout project on the Larger Land is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot A/Larger Land and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 7.10. The Purchaser is aware that the Promoter will be developing the Project and/or the layout project on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and in accordance with the provisions of the Act. The Promoter shall be

entitled to grant, offer, upon or in respect of any portion of the Plot A, to such affiliates, Co-Promoter or the joint venture, all such rights, benefits, privileges, easements etc. including right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Plot A, right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Plot A including the Larger Land for the more beneficial and optimum use and enjoyment of other areas forming part of the Plot A in such manner as may be desired by the Promoter and the Purchaser expressly and irrevocably consent/s to the same.

- 7.11. The express right, authority and entitlement of the Promoter to give and/or grant over, upon and/or in respect of the Plot A and/or any construction thereon including the layout project or any portion/s thereof, all rights, interests, benefits, privileges and easements, in favour of any person/s whatsoever, including the owners and occupiers of any contiguous, adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoter in their sole and unfettered discretion and/or as may be required by any Government, Semi-Government, Local or Public body or authority. This right, authority and entitlement of the Promoter shall include, but without any limitation, the right to give and/or grant right of way and access, rights to light and air, right to draw from or connect to, as the case may be, water, drainage, sewage, electricity, gas and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the Plot A and/or any construction thereon and/or in the Larger Land or provided in respect thereof and the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities of, provided in and/or relating to the Plot A and/or any construction thereon or the said Property or any portion/s thereof.
- 7.12. In accordance with the provisions of the Act, the Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Promoter deems fit.
- 7.13. In the event the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided that the Purchaser shall be liable

to pay such amounts to the Promoter, within 15 (fifteen) days of the demand being made by the Promoter.

- 7.14. In accordance with the provisions of the Act, the Promoter shall be entitled to make such changes in the building plans as the Promoter may from time to time determine and as may be approved by the Sanctioning Authorities.

8. **POSSESSION:**

- 8.1. The possession of the said Flat shall be delivered to the Purchaser after the said Flat is ready for use and Occupation Certificate from the Sanctioning Authority has been received in this regard, provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser. The Promoter shall endeavor to give possession of the said Flat to the Purchaser on or before \_\_\_\_\_ with a grace period of 12 months for force majeure events and subject to reasonable extension beyond the control of the Promoter and other factors as specified herein.

- 8.2. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 days from receipt of such notice refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, (excluding the taxes) that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the said Flat along with the interest at the rate as may be prescribed under the Rules from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the abovementioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the said Flat or arising out of this Agreement. The Promoter shall be at liberty to dispose off the said Flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.

- 8.3. If as a result of any legislative order or regulation or direction or the non-receipt of any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to provide the said Flat for fit-outs or complete any Wing of the Project and/or give possession of the said Flat to the Purchaser in the time as mentioned in Clause

[8.1] above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Purchaser such consideration as may have been paid by the Purchaser towards the Total Consideration excluding the taxes with such interest thereon at may be prescribed under the Act from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. It is hereby clarified that such balance sale consideration after deducting taxes shall be refunded by the Promoter to Purchaser within a period of 30 days from the date of termination of this Agreement.

- 8.4. For the purposes of this Agreement Force Majeure Event shall mean the following:
- (i) an occurrence of an event of war, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the regular development of the layout project;
  - (ii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against the development of layout project;
  - (iii) stay or injunction order passed in respect of the layout project / Plot A by any court of law, tribunal, competent authority, statutory authority, high power committee etc.;
  - (iv) delay in grant of approvals for the Project from the concerned authorities or of any NOC/permission/license/connection of installation of any services, such as lifts, elevators, electricity and water connections and meters or Occupation Certificate from the appropriate authority; and
  - (v) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter or its agents or not directly attributable to any willful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Flat.
- 8.5. Upon possession of the said Flat being delivered to the Purchaser, he/she/they shall have no claim against the Promoter in respect of any item of work in the said Flat.
- 8.6. The location of the car parking space if provided with the said Flat has not been identified and the same shall be provided to the Purchaser at the time of handing over possession of the said Flat.
- 8.7. The Promoter proposes to provide common and recreational facilities in the layout project. The Purchaser is aware that these common and recreational facilities shall be developed and completed by the Promoter simultaneously upon receipt of the Occupation Certificate of the last building of the layout project. Upon the receipt of occupation certificate of such common and recreational facilities, the same shall be available for use by all the purchasers of the Flats in the layout project

including the Project. The use of the gymnasium and all other recreational facilities to be provided on the Layout Property shall be on such terms and conditions as the Promoter may determine. The Promoter also reserves the right to modify and delete any one or more of the facilities so represented to be granted on the layout project. It is expressly agreed that no right, title and interest of any nature whatsoever shall be created in respect of the said recreational facilities in favour of the Purchaser herein or any of the Purchasers of flats in the Project and/or the layout project to be constructed on the Plot A and the said recreational facilities shall not be treated as amenities to be provided to the Purchaser under this Agreement or as facilities/amenities attached to the Flats agreed to be sold to the Purchaser under this agreement. The purchase price charged to the Purchaser in respect of the said Flat does not include any amount to be expended by the Promoter towards the aforesaid common and recreational facilities. The Promoter reserves the right to terminate the membership of any purchaser if the behavior of the Purchaser is not fit and proper.

- 8.8. Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Plot A and/or the Project or any part thereof.
- 8.9. The Purchaser agrees that the return of the payment mentioned in Clauses [6.3] and [6.4] above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 8.10. The Purchaser shall take possession of the said Flat within 15 days of the Promoter giving written notice to Purchaser intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser and only upon payment of all amounts due and payable by the Purchaser under this Agreement. Commencing from the expiry of the 15 days from issue of the intimation in writing by the Promoter to the Purchaser that the said Flat is ready for occupation, use, and possession, the said Flat shall be at the risk of the Purchaser (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the said Flat. It is agreed that irrespective of whether possession of the said Flat is actually taken or not by the Purchaser, the Purchaser shall, from the date of expiry of the 15 day from the date on which possession of the said Flat is offered by the Promoter to the Purchaser, be responsible and liable to bear and pay to the Promoter all outgoings in respect of the said Flat, all rates, municipal taxes, cesses, assessments, betterment

charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the layout project/ Plot A. The Purchaser shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

- 8.11. The Purchaser shall, prior to taking possession of the said Flat, examine and satisfy himself/herself/itself with the area of the said Flat and the said amenities / fixtures. Thereafter, the Purchaser shall have no claim against the Promoter with respect to the said Flat or any other amenities / fixtures of the said Building or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.
- 8.12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flats to the Purchaser, obtain from the concerned local authority occupation and/ or completion certificates in respect of the same.
- 8.13. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over all open spaces, lobbies, terraces, flat(s)/ shop(s)/unit(s)/premises, car parking spaces, the Plot A, the Project, and/or any part or portion thereof. It is agreed by and between the parties that such conferment shall take place only after execution of the Conveyance in favour of the Apex Body as hereinafter mentioned, subject however, to the rights of the Promoter as stated herein and the right, claim and entitlement of Purchaser(s) to the above shall be as member of the Society.
- 8.14. It is agreed between the Promoter and the Purchaser that at the request of the Purchaser, the Promoter shall subject to the availability of car parking space and in the sole discretion of the Promoter may grant right of use of car parking space to the Purchaser on the terms and conditions the Promoter in its sole discretion deems fit and proper. It is hereby clarified that nothing hereinabove shall grant or deemed to confer or grant any right or benefit or entitlement in favour of the Purchaser(s) to claim and/or demand any car parking space from the Promoter;

- 8.15. In the event of any portion of the Plot A being notified for set-back prior to the execution of conveyance in favour of the Apex Body, the Promoter shall be entitled to receive the amount of compensation for such set-back portion of the Plot A or FSI/TDR in lieu of the same.
- 8.16. In the event of any portion of the Plot A being required by any local or government authorities, then the Promoter alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as the Promoter shall deem fit.
- 8.17. So long as the various flat(s)/ shop(s)/ unit(s)/ premises in any of the wings of the Project shall not be separately assessed by Local Body and/or the competent authority for the purpose of taxes (including but not limited to property tax), water charges, cess and rates, the Purchaser(s) shall pay all outgoings in respect of the said Flat along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the Plot A to the Promoter and/or its nominees every month or as and when demanded without any delay or demur. The quantum of outgoings payable by the purchaser(s) in respect of the said Flat purchased by them along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the Plot A shall be decided by the Promoter and the decision of the Promoter in this regard shall be binding and subsisting on all the purchasers(s).

9. **COVENANTS BY THE PURCHASER:**

- 9.1. The Purchaser hereby grants his irrevocable power and consent and agrees to the Promoter developing the Plot A fully by constructing the layout project including the Project and/or additional floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, and by way of TDR or by purchase of floating FSI on the Plot A and including additional construction” and the Promoter selling the same and appropriating to itself the entire sale proceeds thereof without the Purchaser or other acquirers of the premises in the layout project having any claim thereto or to any part thereof. The FSI and/or further additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, and transfer the same in any manner the Promoter may decide. The Purchaser agrees not to raise any objection and/or claim reduction in price and/ or compensation and/or damages including on the ground of inconvenience and/or nuisance. The conveyance of the Plot A/Larger Land together with the buildings including the Project being

constructed thereon and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Promoter shall be entitled to consume the said FSI by raising floor or floors on any structure and/or putting up additional structures and/or by way of extension of structures.

- 9.2. The Purchaser shall maintain at his/her/their own costs the said Flat agreed to be purchased by him/her/ them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye- laws, rules and regulations of the Promoter / Society / Apex Body, Government, Local Bodies and Authorities and Electricity Supply Company and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- 9.3. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of betterment charges, development charges or any other payment of a similar nature in respect of the Plot A and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Promoter immediately on the demand made by the Promoter, in the proportion in which the area of the said Flat shall bear to the total area of the other premises in the building to be constructed on the Plot A and the decision of the Promoter in this regard shall be conclusive and binding upon the Purchaser. The Purchaser shall be liable to pay the development charges as and by way of development charges as levied by concerned authorities and any such further increase there from as may be determined by the concerned authorities from time to time.
- 9.4. The Purchaser hereby covenants with the Promoter to pay the Total Consideration liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoter. The Purchaser also agrees and undertakes to give all the facilities to the Promoter to carry out additional construction work on the Project now under construction.
- 9.5. After the conveyance of structure of the buildings comprised in the Project to the Society, the Promoter shall hand over the balance of the amounts if any, collected towards maintenance to the Society. The Purchaser will not be entitled to ask for

adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser of the monthly outgoings in regard to the common amenities and facilities as set out in this Agreement shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser to pay the aforementioned charges on demand made by the Promoter shall entitle the Promoter to enforce their rights of termination as herein.

- 9.6. The Purchaser shall allow the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their Flat or any part thereof for the purpose of repairing any part of the Project and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for cutting off the supply of water and other services to the said Flat or any other premises in the Project in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.
- 9.7. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the said Flat or any part thereof without obtaining prior written permission of the Promoter. The Purchaser shall keep the said Flat walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and conditions and in particular the Project other than his/her/ their Flat. The Purchaser shall not close the niches or balconies or allow any alterations in the outside elevations and/or the outside colour scheme of the Project to be allotted to him/her/ them.
- 9.8. After the possession of the said Flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the Project required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various premises in the Project at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- 9.9. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the Project or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the users and occupiers in the Project.

(Signature of Promoter)

(Signature of Purchaser)

- 9.10. It is further agreed between the Promoter and the Purchaser that at the time of execution of Conveyance of Structure of the buildings comprised in the Project in favour of the Society, as stated herein, the Purchaser/s and/or the said Society shall reimburse to the Promoter cost of all permissions and other refundable deposits paid by the Promoter to the various concerned/Local Authorities in respect of the Project.
- 9.11. Any delay or indulgence by the Promoter in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchasers shall not be construed 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 nor shall the same in any manner prejudice the rights of the Promoter.
- 9.12. The Promoter shall be entitled to alter the terms and conditions of the Agreements relating to the unsold flat in the Project of which the aforesaid Flat forms part hereafter or even after the Society is formed and the Purchaser shall have no right to object to the same.
- 9.13. The Project name shall not be changed at any time by the Purchaser or the Society without the prior written consent of the Promoter. Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the said Flat or any part thereof or permit the same to be used only for residential purposes. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser agrees not to change the user of the said Flat without prior consent in writing of the Promoter and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 9.14. The Purchaser shall not be entitled to sell, transfer, assign and convey all his/her/their right, title and interest in the said Flat, without the prior written consent of the Promoter and any such sale shall be done through the Promoter (with a view to maintain price parity for the Project). In such a scenario, the Promoter shall assist the Purchaser to sell, transfer, assign and convey all his/her/their right, title and interest in the said Flat and for such services so provided by the Promoter to the Purchaser, the Purchaser agrees and undertakes to pay to the Promoter such amount as facilitation / administrative / transfer charges in this regard as decided by the Promoter from time to time, which shall be exclusive of applicable GST. The Purchaser hereby agrees that such transfer shall be subject to the terms and conditions as mentioned herein and shall ensure that the new purchaser shall

abide by the terms and conditions of this Agreement.

- 9.15. It is hereby agreed that if due to any ordinance, notification, change in laws or enactments any additional taxes, levies, cess or any amounts pertaining or relating to the development, construction and sale of the said Flat is levied and/or payable and/or recovered from the Promoter, then the same shall be borne and paid by the Purchaser, without any recourse to the Purchaser.
- 9.16. As required by the electricity providing company, a substation room shall be provided to them in the **Larger Land**/Plot A and the Promoter shall execute a Deed of Lease/Sublease with the concerned organisation in this connection as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s pipes and boxes electric meters, cables, connections and other matters in this connection and shall extend all co- operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the concerned organisation.
- 9.17. The Purchaser(s) agrees that the Purchaser(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safe guarding the interests of the other Purchaser/s of Flat of the Project including the Purchaser(s). The Purchaser(s) shall ensure that in the event the Purchaser(s) gives possession of the said Flat to any third party by way of lease or license or otherwise with prior written approval from the Promoter/ Society or Apex Body, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safe guarding the interests of the Purchaser(s) of the said Flat of the Project.
- 9.18. The Purchaser hereby gives his/her/its/their irrevocable consent as contemplated under section 14 (2) of the Act to the Promoter to make any minor addition or alteration in the said Flat as may be necessary due to architectural or structural reasons and/or any other alteration or additions required in the sanctioned plans, layout plan, specification of the building or common areas and facilities. However, costs, charges and expenses of such construction shall be borne and paid by the Promoter. The Purchaser and the Society will not object to carrying out such additional/alteration construction by the Promoter on ground of nuisance or on any other ground.
- 9.19. The Promoter shall enter into separate agreements with the Purchasers of

different units in the Project for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Unit from the original Purchaser also.

9.20. Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building plans in respect of the Project in which the Purchaser/s has/have agreed to purchase the said Flat as provided in the MOFA and the Act.

9.21. The Purchaser with an intention to bring all persons in whose hands the said Flat may come, doth hereby covenant with the Promoter as follows: -

- (i) to maintain the said Flat at the Purchaser's own cost in good tenable repairs and condition from the date possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Project or the said Flat or part thereof;
- (ii) not slaughter any animal in the precincts of the Society
- (iii) not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Project or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages whereby floors may be damaged or that is likely to damage the staircase, lifts, common passage or any other structures of the Project including the entrance thereof. In case any damage is caused to the said Flat or the Project on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and the decision of the Promoter shall be final;
- (iv) to carry at the Purchaser's own cost all internal repairs to the said Flat and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the said Flat or the Project which is in contravention of rules, regulations or bye-laws of the concerned local authority/public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (v) not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor alter the

elevation, fixed windows, section, details and outside colour scheme of the Project and to keep the portion, sewers, drain pipes and all other amenities in the said Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other parts of the Project and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or part or other structural members of the Flat without the prior written permission of the Promoter and /or the Society and the Concerned local authority. In case, on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining flats or to the Flats situated below or above the said premises (inclusive of leakage of water and damage to the drains), the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages). The Purchaser also undertakes not to affix any grills (other than provided by the Promoter) to any external surface of the said Flat/ Project without the prior written permission of the Promoter

- (vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Plot A and/or Project in which the said Flat is situated;
- (vii) pay to the Promoter within 7 days of demand by the Promoter his share of security deposit demanded by the Concerned Local Authorities or Government for giving water, electricity or any other service connection to the Project.
- (viii) to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, water charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the said Flat or otherwise;
- (ix) The Purchaser shall pay to the Promoter the charges in respect of monthly cable connection / internet / generator sets provided by the Promoter;
- (x) to bear and pay all service tax, works contract tax, MVAT, Goods & Service Tax (GST), LBT, etc. and such other levies, if any, which may be imposed with respect to the construction on the Plot A and/or any activity whatsoever related to the said Flat by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- (xi) to install air-conditioning units only in the space/s designated for the said purpose in the said Flat. If the Purchaser desires to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Flat, or be required to be affixed/installed

(Signature of Promoter)

(Signature of Purchaser)

outside the said Flat, then the Purchaser shall install/affix the same only after obtaining prior written permission from the Promoter and/or the Society and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter and/or the Society, as the case may be, in respect of the same;

- (xii) to permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the project management agency and its employees, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Project or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Flat for the benefit of the Project. The Purchaser shall not obstruct or hinder the Promoter and/or the project management agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, and unauthorized changes within [15] days from the date of receipt of a written notice from the Promoter in that regard. In case, the Purchaser fails to rectify the said defects within the said period of 15 days then the Purchaser shall be liable to pay fine/penalty as may be decided by the Promoter in that regard;
- (xiii) till the management of the Project is handed over to the Society, to allow the Promoter, its surveyors and agents at all reasonable time to enter into or upon the said Flat / Project to view and examine the state and condition thereof;
- (xiv) not to close or permit to be closed varandas or balconies of the said Flat / Project or change the external colour scheme or the pattern of the colour of the buildings comprised in the Project; not to change the exterior elevation or the outlay of the buildings comprised in the Project / Flat; not to install/construct/erect sintex tank/s or other water storage tank/s in the said Flat and; not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or above the said Flat, the Project and/or in any part of the Project, without the prior written permission of the Promoter and/or the Society, as the case may be;
- (xv) not to cover or enclose in any manner whatsoever, the open terrace/s, utility area/s, the open balcony/balconies or other open space/s (if any) forming a part of or appurtenant to the said Flat. If the Purchaser desires to affix/install grills to the windows of the said Flat, or grill/s or safety door/s to the main door of the said Flat, then the Purchaser shall obtain the prior written permission of the Promoter and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in

(Signature of Promoter)

(Signature of Purchaser)

accordance with the designs, specifications and permission given by the Promoter and/or the Society, as the case may be, in that regard;

- (xvi) not to construct/erect any brick or masonry wall/partition/loft/mezzanine in the said Flat or to make any other structural additions or alterations of a temporary or permanent nature therein;
- (xvii) not do or suffer to be done anything on the Plot A or the Project / Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to the concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (xviii) not to demand partition of the Purchaser interest in the Plot A, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the Plot A or the layout project or the Project or any part thereof.
- (xix) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Project / Flat, save and except in the areas designated for the said purpose;
- (xx) not to keep flower-vase outside the Project / Flat on the parapet or chajja or in the common area of the Project;
- (xxi) not to encroach upon or make use of any portion of the Project not agreed to be acquired by the Purchaser including but not limited to car parking area, common area , lifts, lobbies , basement etc ;
- (xxii) to co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within 15 days from receipt of the Promoter's intimation in respect thereof and to attend the Promoter office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Promoter in their sole and unfettered discretion, including as mentioned in this Agreement; and
- (xxiii) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the flats therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies.

(Signature of Promoter)

(Signature of Purchaser)

The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat and shall pay and contribute in accordance with the terms of this Agreement.

(xxiv) Irrespective of dispute if any, arising between the Promoter and the Purchaser and/or the Society all amounts, Contribution and deposits including amounts payable by the Purchaser to the Promoter under this Agreement shall always be paid punctually by the Purchaser to the Promoter and shall not be withheld by the Purchaser for any reasons whatsoever.

(xxv) These covenants shall be binding and operative even after the formation of the Apex Body.

10. **OUTGOINGS:**

10.1. The Purchaser shall pay the Maintenance Deposit and other charges as mentioned in clause 3.3 hereinabove as and when demanded by the Promoter. It is hereby agreed that the Maintenance Deposit is interest free and adjustable towards the other outgoing charges due from the Purchaser. In the event, if there is deficit and if there is any deficit in respect of provisional monthly contribution of maintenance during the Promoter making payment of all the outgoings as mentioned above, the Purchaser shall forthwith on demand pay to the Promoter his proportionate share to make up such deficit. The Purchaser undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser to pay the monthly contribution within the stipulated time shall entitle the Promoter to cut off the essential supply to the said Flat. Such essential supply shall be restored only after the Purchaser shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser shall be entitled to the possession of the said Flat on payment of entire consideration amount payable to the Promoter by the Purchaser under the terms of this Agreement and further only after the Promoter has received the occupation certificate from the concerned authorities in respect of the said Flat. However, if the Purchaser desires to have possession of the said Flat after the same is ready and fit for occupation, before the grant of the occupation certificate by the concerned authorities and provided the Purchaser has paid the entire consideration amount as per the terms of this Agreement, then the possession of the said Flat shall be taken by the Purchaser at his own risk and costs. Further, in such an event the Purchaser shall be liable to pay the necessary enhanced charges/penalties that may be levied by the concerned authorities if the

(Signature of Promoter)

(Signature of Purchaser)

possession of the said Flat is taken by the Purchaser before the grant of occupation certificate.

- 10.2. It is agreed that save and except point no. **V** and **IX** in respect of amounts mentioned in Clause **3.3**, the Promoter is not liable to render accounts, however for the amount collected under other heads, the Promoter shall hand over the deposits or balance thereof, if any, to the Society as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.
- 10.3. The Purchaser hereby agrees to bear and pay any statutory dues including not limited to GST on any of the amounts collected by the Promoter as set out in Clause 3.3 hereto.

11. **INTEREST:**

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter an interest at such rate as may be prescribed under the Rules on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter until the date such outstanding amount is received by the Promoter.

12. **FSI OF THE PROJECT AND DEVELOPMENT POTENTIAL OF THE LAYOUT PROJECT/PLOT A/LARGER LAND**

- 12.1. In this agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to load/use/float the F.S.I. of the Larger Land for carrying out any permissible construction in the said project.
- 12.2. The Purchaser hereby agrees, accepts and confirms that the Promoter proposes to develop the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner in the manner more particularly detailed at Recital mentioned hereinabove and as depicted in the layout plans, proformas and specifications at Annexure "F" here to constituting the proposed layout plan of the Larger Land and the Purchaser has agreed to purchase the said Flat based on the unfettered and vested rights of the Promoter in this regard.

- 12.3. The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the Larger Land / Plot A for the construction of any building or phase or part thereof in the Layout Project. The Promoter shall be entitled to load/use/float the F.S.I. of the Larger Land/Plot A for carrying out any permissible construction in the Project. The Purchaser hereby gives his specific irrevocable consent for the same.
- 12.4. If any portion of the Larger Land is being required by any concerned authorities, then the Promoter alone shall be entitled to get the compensation in the form of additional FSI for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI on the Plot A or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building or extension of any of the building/s in the Plot A. The Purchaser has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the Project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI to any intending purchasers of its choice for consideration, who will be admitted as the member of the concern society without payment of any premium or transfer fees to the concerned Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the Apex Body/Bodies.
- 12.5. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to Larger Land, increase in FSI /FAR, paid/premium FSI/FAR, fungible FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the Plot A or part thereof either by way of construction of new building or extension of any of the building/s/phase/s in the Project. The Purchaser has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings.

13. **DEFECT LIABILITY**

- 13.1. If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be

rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. Provided, however that the Purchaser shall not carry out alterations of whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

13.2. It is clarified that the liability of the Promoter under this clause shall not extend to:

13.2.1. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other Purchasers in the Project (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoter/ Utility Providers for the Project.

13.2.2. defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

#### 14. **FORMATION OF THE SOCIETY / SOCIETIES:**

14.1 The Promoter has informed the Purchaser that the Promoter shall at its discretion either form 1 (one) society for all the buildings/wings or **one of more society/societies** for each building and/or Wing.

14.2 It is hereby agreed that the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser and other Purchasers of units/premises/flats in the building/s, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with the Act.

14.3 The Purchaser shall, along with other Purchasers of premises/units/flats in the building/s, join in forming and registering a co-operative housing society under the

provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules there under and in accordance with the provisions of the Act, in respect of the building/s in which the Purchasers of the Flat alone shall be joined as members ("the Society").

- 14.4 In order to form and register a housing society/societies, the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Promoter to register the Society. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 14.5 The name of the Society shall be solely decided by the Promoter. The Promoter shall be entitled to and may change the name of the Society once or more than once on or before obtaining completion certificate for the Project. However, the name of the said Building/s shall not be changed by the Society or the Apex Body without written consent of the Promoter.
- 14.6 The Society shall admit all purchasers of units and premises / flats of the Project as members, in accordance with its bye-laws.
- 14.7 The Promoter may sell, transfer or assign all their rights, title and interest in respect of the unsold units/flats in the Project but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Promoter in any manner;
- 14.8 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats/units in the Project, if any.
- 14.9 Post execution of the Conveyance of the structure comprised in the Project in favour of the Society, the Society shall be responsible for the operation and management and/or supervision of the Project, and the Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

14.10 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or Apex Body (if any), including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/Apex Body and their respective members/intended members including the Purchaser, as the case may be, and the Promoter shall not be liable toward the same.

15. **CONVEYANCE OF STRUCTURE TO THE SOCIETY/SOCIETIES**

15.1 Within 12 months from the date of issuance of the Completion Certificate with respect to the Project, the structures comprised in the Project shall be conveyed to the Society/Societies vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society/Societies at this stage but the same shall be conveyed at a later stage upon completion of the Layout Project in accordance with this Agreement.

15.2 The Society/Societies shall be required to join in execution and registration of Conveyance of Structure. The costs, expenses, charges, levies and taxes on the Conveyance of Structure and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society/Societies alone. Post the Conveyance of Structure, the Society/Societies shall be responsible for the operation and management and/or supervision of the Real Estate Project/Buildings/Wings including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

15.3 The Promoter shall be entitled to sell, transfer or assign all their rights, title and interest in respect of the unsold Units of the Real Estate Project/Buildings/Wings but without in any manner affecting the Purchaser's rights.

16. **FORMATION OF THE APEX BODY/APEX BODIES:**

16.1 On completion of the last building on the said Larger Land and obtaining Completion Certificate thereof, the Promoter on its own discretion shall either form a Federal Society or Apex Body of all the cooperative housing societies of the all the buildings constructed on the said Larger Land or form one or more

Federal Societies or Apex Bodies of all the Societies constructed on the Larger land.

16.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

16.3 The Purchaser hereby agrees that he shall not raise any objection for the formation of the Apex Body and execute and sign all necessary forms on behalf of the Society so as to ensure that the Society becomes the member of the Apex Body.

17. **CONVEYANCE OF THE LARGER LAND OR PLOT A TO THE APEX BODY/ APEX BODIES**

17.1. In the event, the Promoter forms an Apex Body, then within a period of 12 (Twelve) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Larger Land or Plot A (as may be feasible to the Promoter) and in all areas, spaces, common areas, facilities and amenities in the Larger Land/Plot A that are not already conveyed to the Society/Other Societies, in favour of the Apex Body/Bodies in the manner as may deem fit by the Promoter.

17.2. In the event, the Promoter does not form an Apex Body, then within a period of 12 (Twelve) months of complete utilization of all FSI/TDR available in respect of the Larger Land by constructing any buildings/additional floors in the Project, and obtainment of the Completion Certificate of the last building of the Larger Land thereof, the Promoter and Society/Societies shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Larger land or Plot A (as may be feasible to the Promoter) and in all areas, spaces, common areas, facilities and amenities in the Larger land/Plot A that are not already conveyed to the other Society earlier, in favour of the Society/ Societies jointly or severally in the manner as may deem fit by the Promoter.

17.3. The Apex Body/Apex Bodies/Society/Societies shall be required to join in execution and registration of the Final Conveyance. The costs, expenses, charges, levies and taxes on the Final Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body/Apex Bodies/Society/Societies only. Post the Final Conveyance, the Apex Body/Apex Bodies/Society/Societies shall be responsible for the operation and management and/or supervision of the Land Area conveyed to them including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

## 18. MORTGAGES

18.1. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that:

18.1.1. The Promoter has (as disclosed herein and the Title Certificate ) /may have in future an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "**the said Banks**"), under which the said Banks have granted/ would grant a line of credit to the Promoter to facilitate development of the Project and the projects proposed to be undertaken and carried on by Promoter on the Plot A, and as security for repayment of loans which have been /may be advanced to the Promoter by the said Bank, the Promoter has created/ may create, cause to be created mortgages/charges on the Plot A and construction thereon in favour of the said Banks.

18.1.2. The title deeds relating to Plot A have been/ have to be deposited with the said Bank as security for repayment of loans advanced hereafter by the said Banks to the Promoter under the said line of credit.

18.1.3. The Promoter specifically reserves its right to offer the Plot A along with the construction thereon or any part thereof, including but not limited to the Project and all the residuary right, title and interest in the Flat to be constructed on the Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same without any further reference to the Purchaser.

18.1.4. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the Plot A and/or the Project proposed to be constructed on the Plot A by the Promoter, as security (save and except the Flat) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter has entered into this Agreement.

18.1.5. The Purchaser hereby acknowledges that the mortgagee / proposed mortgagee shall have all rights of a lender under law and hereby gives his irrevocable consent to the mortgagee / proposed mortgagee to exercise his rights under law including appointing a new Promoter in place and instead of the Promoter.

19. **ENTIRE AGREEMENT**

This Agreement and all Annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Flat between the parties hereto. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

20. **RIGHT TO AMEND**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /  
SUBSEQUENT PURCHASERS**

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

**22. SEVERABILITY**

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

**23. FURTHER ASSURANCES:**

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

**24. NOTICES**

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

\_\_\_\_\_ (Name  
of the Purchaser) \_\_\_\_\_

\_\_\_\_\_ (Purchasers's Address) Notified Email ID:  
\_\_\_\_\_

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**M/s. Lohitka Properties LLP**, (Promoter Name), Prius Infinity, Ground floor and 3<sup>rd</sup> floor, behind Garware House, Paranjape B Scheme, Subhash Road, Vile Parle (E) Mumbai 400057. (Promoter Address)

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

25. **JOINT PURCHASERS**

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

26. **WAIVER**

The delay or indulgence on the part of the Promoter 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 Promoter's rights hereunder or otherwise under law.

27. **STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser alone.

28. **DISPUTE RESOLUTION:**

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

28.2. All other disputes or differences whatsoever which does not fall within the purview of the RERA shall at any time hereafter (whether during the continuance

of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Promoter. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

28.3. This Agreement shall always be subject to the provisions of the Act and rules made there under and or any other law for the time being in force.

29. **PAN:**

The permanent account number details of the Parties are as follows:

NAME OF THE PARTY	PERMANENT ACCOUNT NUMBER DETAILS
Promoter -	
Purchaser-	

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**  
(Description of Larger land)

All that piece and parcel of land bearing Survey No. 151A (Part) and Survey No. 89 (Part) corresponding to CTS No. 531 (Part) and CTS No. 534 admeasuring 10,882 square meters or thereabouts and Survey No. 89 (Part), Survey No. 151A (Part), Survey No. 158 (Part), Survey No. 159 (Part), Survey No. 168 (Part) corresponding to CTS No. 514 (Part), CTS No. 531 (Part), CTS No. 532 (Part), CTS No. 533 (Part) and CTS No. 534 admeasuring 49,250 square meters or there about aggregating to 60, 132 square meters or there about and as per Property Register Card admeasuring 59970.00 square meters or there about situate, lying and being at Village Nahur, Taluka Kurla.

(Signature of Promoter)

(Signature of Purchaser)

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**  
*(Description of the Plot B)*

All that piece and parcel of land bearing Survey No. 151A(Part) and Survey No. 89(Part) corresponding to CTS No. 531(Part) and CTS No. 534 admeasuring 10,882 square meters or thereabouts situate, lying and being at Village Nahur, Taluka Kurla and bounded as follows:

**On the East** Partly by the Property of Western Rolling Mills Limited/Plot A and Partly the access road connecting Lal Bahadur Shastri Marg

**On the West** By the Tansa Water Pipe Line

**On the North and on the South** By the property of Western Rolling Mills Limited/Plot A.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**  
*(Description of the Plot A)*

All that piece and parcel of land admeasuring 49,250 square meters or thereabouts and now in possession of 49088.00 square meters of land as per Property Register Card bearing CTS No. 514(Part), CTS No. 531 (Part), CTS No. 532 (Part), CTS No. 533 (Part) and CTS No. 534 corresponding to Survey No. 89(Part), Survey No. 151A(Part), Survey No. 158(Part), Survey No. 159(Part), Survey No. 168(Part) situate, lying and being at Village Nahur, Taluka Kurla and bounded as follows:

**On the East** By Public road known as Lal Bahadur Shastri Marg (old Bombay Agra Road)

**On the West** By 36 meters wide proposed development plan road and the Tansa Water Pipe Line/Plot B

**On the North** Partly by the Property belonging to Messrs. National Schrader Scovil Duncan Limited and partly by survey no. 172A (part)

**On the South** By proposed 18.3 wide development plan road as per sanctioned development plan of Municipal Corporation of Greater Mumbai

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**  
*(the said Flat)*

Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet of carpet area as per the relevant and D. C. regulations and rules applicable under law or \_\_\_\_\_ square feet of carpet area as per RERA along with \_\_\_\_\_ square feet Balcony on the \_\_\_\_\_ floor in \_\_\_\_\_ Building in \_\_\_\_\_ Wing to be constructed on the Property as mentioned in the Third Schedule.

(Signature of Promoter)

(Signature of Purchaser)

**IN WITNESS WHEREOF** , the parties hereto have set and subscribed their respective hands and seal to this agreement on the day and the year first hereinabove written.

SIGNED AND DELIVERED )

By the within named Owner )

**Lohitka Properties LLP** )

Through its Designated Partner )

**Mr. Rajendra Balaria** )

In the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

SIGNED AND DELIVERED )

**By within named the Flat Purchaser** )

Mr./Mrs./M/s \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**RECEIPT**

RECEIVED of and from the within named Purchaser :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a sum of Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_

\_\_\_\_\_ only).

As under:-

S.NO.	CHQ. DATE	CHQ. NO.	BANK	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

WE SAY RECEIVED

For LOHITKA PROPERTIES LLP,

Authorised Representative

**WITNESS:**

1. \_\_\_\_\_

2. \_\_\_\_\_

(Signature of Promoter)

(Signature of Purchaser)