

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed at Mumbai on this _____ day of _____ in the year Two Thousand twenty Three

BETWEEN

M/S. SHREE MANGESH CONSTRUCTIONS, [Pan No. ACCFS7143L], a registered partnership firm, registered under the Indian partnership Act 1932, having address at-Near Manisha Heights, Bal Rajeshwar Road, Mulund (West), Mumbai-400080, **THROUGH ITS PARTNER MR. AJAY MADHUKAR NAYAK**, hereinafter for the sake of brevity shall be referred to as "**THE DEVELOPERS**" (which term and expression shall unless it is repugnant to the context or meaning thereof shall mean and include the Partner, directors for the time being constituting the Board of the said Firm/ company, It's shareholders, their successors, heirs, executors, administrators and/or assigns) of the **FIRST PART**;

AND

_____, having PAN: - _____, and residing at _____.hereinafter referred to as "**THE PURCHASER(S)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors, and administrators of the last surviving partner and in the case of a company its successors) of the **OTHER PART**; The Promoters/ Developers and the Purchaser(s), wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

Developer	Purchaser/s

1. One Raghunath Ramchandra Patil, during his lifetime, was seized and possessed of or otherwise well and sufficiently and absolutely entitled to all that piece or parcel of land bearing C.T.S. No.791 and 791/1Survey No.1000 and Plot No. 553, admeasuring 2000.43 square yards i.e., 1672.60 square meters, lying and being at Village-Mulund, Taluka-Kurla, Mumbai Suburban District and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter, hereinafter, hereinafter referred to as "THE SAID LAND". That upon the said land two Chawls each of ground and two upper floors and two garages standing thereon known as 'JANAKI NIKETAN' situated at Dr. R.P. Road, Mulund West, Mumbai-400080, hereinafter referred to as "THE SAID BUILDING". The said land and the said Building hereinafter collectively referred to as "THE SAID LAND". That upon the said land two Chawls each of ground and two upper floors and two garages standing thereon known as JANAKI NIKETAN' situated at Dr. R.P. Road, Mulund West, Mumbai-400080, hereinafter referred to as "THE SAID STRUCTURE". The said land and the said structure are hereinafter collectively referred to as "**THE SAID LAND**". That upon the said land two Chawls each of ground and two upper floors and two garages standing thereon known as '**JANAKI NIKETAN**' situated at Dr. R.P. Road, Mulund West, Mumbai-400080, hereinafter referred to as "**THE SAID STRUCTURE**". The said land and the said structure hereinafter collectively referred to as "**THE SAID PROPERTY**" and more particularly described in the Schedule hereunder written. Copies of the Property Register Cards in respect of the said Land are hereto annexed and marked **ANNEXURE**.
2. The said Raghunath Ramchandra Patil died intestate at Mumbai on or about 215TH July 1984 leaving him surviving his widow Mrs. Janaki Raghunath Patil, his five sons Arun Raghunath Patil, Ashok Raghunath Patil, Nandu Raghunath Patil, Dilip Raghunath Patil, and Vinod Raghunath Patil, his daughter in law Mrs. Asha Narendra Patil (the wife of his predeceased son Narendra Raghunath Patil), his grand-daughter Mrs. Neeta Salil Koli nee Neeta Narendra Patil (the daughter of his predeceased son Narendra Raghunath Patil) and his daughter Mrs. Shashikala K. Keni, as his only heir and next of kin according to the Hindu Succession Act, 1956 by which he was governed at the time of his death. The said Mrs. Janaki Raghunath Patil, Arun Raghunath Patil, Ashok Raghunath Patil, Nandu Raghunath Patil, Dilip Raghunath Patil and Vinod Raghunath Patil, Mrs. Asha Narendra Patil, Mrs. Neeta Salil Koli nee Neeta Narendra Patil, and Mrs. Shashikala K. Keni are hereinafter collectively referred to as "**THE OWNERS**".
3. After the death of Raghunath Ramchandra Patil vide a development agreement dated 15th December 2006 entered between the Owners and Developers registered with the Sub-Registrar, Kurla No. 4, Mumbai Suburban District under No. BDR14-07746-2006 on 15th December 2006, the Owners granted development rights to the Developers for carrying out the redevelopment of the said Property on the terms and conditions therein contained. Furthermore, simultaneously with the

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execution of the said development agreement dated 15th December 2006, the Owners executed an Irrevocable Power of Attorney dated 15th December 2006 in favor of, partner of M/s. SHREE MANGESH CONSTRUCTION and delegated various powers to do various acts, deeds, and things for carrying out redevelopment and construction on the said Land.

4. The Promoters/ Developers have thereupon got development rights in respect of the said property as “Developers” thereof and in the circumstances stated hereinabove the Promotor/s/develop are absolute Developers of the said Property.
5. That in the year 2012 three owners namely 1] Mr.Arun Raghunath Patil, 2] Mr. Ashok Raghunath Patil, and 3] Mr. Dilip Raghunath Patil executed DEED OF CONVEYANCE dated 16/05/2012 in respect of their undivided right, title, and interest in THE SAID PROPERTY in the favour of the DEVELOPERS registered with the Sub-Registrar, Mumbai Suburban District under No. BDR13-05034 -2012 on 20/06/2012. On the strength of the DEED OF CONVEYANCE dated 16/05/2012, the developers become co-owners of the said property.
6. The Promoters/ Developers have entered into a standard Agreement with an Architect registered with the council or Architects and such Agreement is as per the Agreement prescribed by the council or Architect. The Promoters/ Developers have also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/ Developers accept the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
7. The developers submitted a proposal under Regulation 33(11) of Development Control and Promotion Regulations-2034 for greater Mumbai with SRA. The SRA Authority after vetting and scrutinizing documents submitted by the developers and also by complying with all necessary procedures issued Intimation of Approval {IOA} No.T/PVT/0119/20211224/AP DATED 19/04/2022. The copy of Intimation of Approval {IOA} No. T/PVT/0119/20211224/AP DATED 19/04/2022 is annexed herewith and marked as **ANNEXURE**.
8. Pursuant to compliance with the terms and conditions of Intimation of Approval {IOA} the SRA issued commencement certificate [C.C] NO. T/PVT/0119/20211224/ AP DATED 05/05/2022 for the redevelopment of the said property. The copy of commencement certificate [C.C] NO. T/PVT/0119/20211224/ AP DATED 05/05/2022 is annexed herewith and marked as **ANNEXURE**.
9. Under circumstances the Promoters/ Developers have Development rights in respect of the said Land i.e. a Plot of land bearing C.T.S. No.791 and 791/, Survey No.1000 and Plot No. 553 bearing laying at Village-

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Mulund, Taluka-Kurla, Mumbai Suburban District together with two Chawls and one structure known as '**JANAKI NIKETAN**' situated at Dr. R.P. Road, Mulund West, Mumbai-400080 each of ground and two upper floors and two garages standing thereon situated admeasuring 2000.43 square yards i.e. 1672.60 sq.mts. lying and being at Village-Mulund, Taluka-Kurla, Mumbai Suburban District and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban comes under municipal Jurisdiction of T ward.

10. The Promoters/ Developers develop the said Property by constructing one building known as "**SHRADDAH PRIVA**" comprising commercial and residential premises along with all required infrastructure and amenities. The developers named its project as "**SHRADDAH PRIVA**".
11. That Advocate C. M. GANDHI has conducted their due diligence and has issued their Title Certificate dated-14/05/2022 issued by **C.M.GANDHI**, in respect of the said Property. Hereto annexed and marked as **ANNEXURE** is a copy of the Title Certificate.
12. **The Promoters/Developers have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "Shraddha Priva" situated at Survey No.1000 and Plot No. 553 corresponding to CTS No. 791 and 791/1 admeasuring 627.22 Sq. Mtrs. out of 1,672.60 Sq. Mtrs. ("Said Land 1") and all the right, title and interest of M/s. Shree Mangesh Constructions ("Developer") as per Agreement dated 15.12.2006 with respect to all that piece and parcel of land bearing Survey No. 1000 Plot No. 553 corresponding to CTS No. 791 and 791/1 admeasuring 1,045.38 Sq. Mtrs. out of 1,672.60 Sq. Mtrs. ("Said Land 2") ("Development Rights") of Village Mulund (West Project RERA Registration No - P51800048242.**
13. **In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 08-11-2023 executed between the Promoters/Developers as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project " Shraddha Priva" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 08-11-2023 is registered with Office of Joint Sub Registrar Kurla 4 under Serial No. KRL4-22577-2023.**
14. The Promoters/ Developers have appointed **M/S S.S. ASSOCIATES**, of Consultant as their Designing Architects & Liaisoning Architects, and R.C TIPNIS as the Structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents in respect of the same have been inspected by the Purchaser(s).
15. The Purchaser(s) demanded from the Promoters/Developers and the Promoters/ Developers have given inspection to the Purchaser(s) of all the documents of title regarding the said Property, plans, designs,

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specifications, approvals, and such other documents obtained from planning authorities and prepared by the Promoters/Developers' Architect M/S S.S ASSOCIATES and of such other documents as are specified under the Real Estate Regulations and development) Act 2016 (hereinafter referred to as "**the said Act**") and Rules and Regulations made there under with respect to the Project including but not limited to the following:

(i) The common areas, facilities, and amenities in the Project that may be usable by the Purchaser(s) along with other Purchaser(s) and other premises holders/owners in the Project. The details of the common area facilities in the real Estate Project more particularly as described in the **THIRD SCHEDULE**

(ii) Specifications, fixtures, fittings, facilities, and amenities of the Shop/Office/Flat to be purchased by the Purchaser(s). The details of specifications and Amenities are more particularly as described in the **FOURTH SCHEDULE**.

- a.** The Purchaser(s) has prior to the execution of this Agreement visited and inspected the site of the construction of the Project and has at his/her/their/its own, cost, charge, and expense carried out due diligence in respect of the title of Promoters/ Developers to the Property and after satisfying himself/herself/themselves/itself about the title of Promoters/ Developers thereto and the Purchaser(s) has/have accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoters/ Developers and the Purchaser(s) hereby agrees not to further investigate the title of the Promoters/ Developers and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters/ Developers to the Property at any time in future.
- b.** The Promoters/Developers have procured certain approvals to the plans, specifications, elevations, and sections from the concerned government authorities for the development of the Project, as has been disclosed under the Act on the government portal/website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as "**the Government Portal**") and the Promoters/ Developers shall obtain the balance approvals from various authorities for the plans, specifications, elevations, sections, and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain a Building Completion Certificate or Occupation Certificate of the said Building.
- c.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoters/ Developers while developing the said Property and the said building and upon due observance and performance of which only the completion or

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occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

- d.** The Promoters/ Developers have accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- e.** By virtue of the Development Agreement/Power of Attorney the Promoters/ Developers alone has the sole and exclusive right to sell the Shop/Office/Flat in the said building/s to be constructed by the Promoters/ Developers on the said Property and to enter into Agreement/s with the Purchaser(s)/s of the shop/office/ flat to receive the sale consideration in respect thereof.
- f.** The Purchaser(s) being fully satisfied in respect of the right of the Promoters/ Developers to develop the said Property and all permissions, plans, etc., and all the representations made by the Promoters/ Developers have approached the Promoters/ Developers and applied for allotment of **FLAT No. _____** on _____ **floor**, in building **“SHRADDAH PRIVA”** admeasuring _____ **Sq. Ft.** area equivalent to _____ **Sq.Mtr** (carpet area) (as per presently applicable development norms) (hereinafter referred to as “the Shop/Office/Flat”) in the Project building (**“Building”**) which is more particularly stipulated in the **SECOND SCHEDULE** hereunder written, upon the term and conditions set out hereafter; The said shop/office/ flat is marked and highlighted in Red Colour on the Tentative Floor Plan annexed hereto as an **ANNEXURE**- The premises i.e., flat is meant for residential purpose Only.
- g.** The Purchaser(s)/s has/ have applied to the Promoters/Developers for allotment of the Shop/Office/Flat with **ZERO** independent car parking space(s) in the project and the Promoters/ Developers have allotted NIL parking spaces along with **“The FLAT”**. If the Promoters/ developers allow/allot any parking space to the Purchaser(s) then the Promoters/ developers shall issue a Parking allotment letter for the same mentioning all particulars of the same.
- h.** The Promoters/Developers have agreed to sell and allot to the Purchaser(s), the Shop/Office/Flat on an ownership basis, and the Purchaser(s) has agreed to purchase from the Promoters/ Developers, the Shop/Office/Flat for a Total full and final Consideration of **Rs. _____/- (RUPEES _____ ONLY)** and on the terms and conditions as hereinafter appearing.
- i.** The Purchaser(s) hereby expressly confirms that he/she/they has/have entered into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoters/ Developers.

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- j. It is clarified by the Promoters/Developers that, the building plans though approved by the competent authorities/ SRA tentative and are liable to be changed and/or revised/ altered/ modified or amended as per the requirements of the Promoters/Developers and/or as may be ultimately approved/sanctioned by the competent authorities and other concerned public bodies and authorities. The Promoters/Developers reserve the right to do so without obtaining any consent/permission/approval from the Purchaser(s) and this right of the Promoters/Developers acknowledged and accepted by the Purchaser(s). In any event, the Purchaser(s) hereby gives his/her/their/its irrevocable consent to any such revision/amendment to the building plans sanctioned by the competent authorities/ SRA and undertakes that he/she/they/it shall not raise an objection to the same. The Purchaser(s)/s has/ have given irrevocable consent/NOC/permission to the Promoters/ Developers for change/ revise/ amend/ alter/ modify plans from time to time as per the requirement of the project.
- k. The rights of the Purchaser(s) under this Agreement, unless otherwise specified, are restricted to the Premises hereby agreed to be purchased by the Purchaser(s) from the Promoters/ Developers as stipulated herein.
- l. The Promoters/ Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No: **P51800048242**, which is marked and annexed as **ANNEXURE**.
- m. Under Section 13 of the Act, the Promoters/ Developers are required to execute a written agreement for the sale of the Shop/Office/Flat in favour of the Purchaser(s), 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.
- n. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by the and between the parties hereto are now desirous of recording the terms and conditions arrived between them for the sale of Flat/office/Shop premises in favour of the Purchaser(s) as under.

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

1. The Recitals contained above, and the annexures and schedules herein shall form an integral part of the operative clauses of these presents.

2. DEFINITIONS AND INTERPRETATION:

a. DEFINITIONS:

In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:

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- b. "ACT"** means and includes the Real Estate (Regulation and Development) Act, 2016, the Rules as applicable to Maharashtra, and such Circulars, Notifications, Office Orders, Orders, Clarification, or such explanations that may be issued by the Competent Authority from time to time.
- c. "AGREEMENT"** shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof.
- d. "APPROVALS"** shall mean all licenses, permits, approvals, sanctions, and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the SRA and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the development of the Project by utilization and consumption of the available Floor Space Index ("FSI") and the Transferable Development Rights ("TDR") and fungible/premium FSI (by whatever name called) that may be loaded on the Project in accordance with the DCPR.
- e. "BUILDING"** shall mean the building to be constructed on the said Property as per the approved plans known as "**SHRADDHA PRIVA**".
- f. "COMMON AMENITIES OF THE PROJECT"** shall mean the common areas and common amenities, facilities, infrastructure, recreation areas, and such other services as are available to and/or in respect of the Project, which is to be used by the Purchaser(s) along with other occupants/holders of Shop/Office/Flat of the Project and is more particularly described in the **THIRD AND FOURTH SCHEDULE** to this Agreement.
- g. "CONTRIBUTION"** shall mean the amounts payable by the Purchaser(s) in respect of the Premises towards infrastructure charges, legal charges, maintenance charges of the Building and the Project, corpus fund, society formation and share application money, Goods and Service Tax ("GST") or any other charges for the future facility.
- h. "DCPR"** shall mean Development Control and Promotion Regulations for Greater Mumbai, 2034 as applicable to Mumbai and as amended from time to time, and such Circulars, Notifications, Office Orders, Orders, Clarification, or such explanations that may be issued by the Competent Authority from time to time.

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- i. **“FSI”** means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying a premium or otherwise) as defined under DCPR.
- j. **“OTHER CHARGES”** means stamp duty, registration charges, scanning charges, interest on delayed payment by the Purchaser(s), legal charges, electricity and water charges, clubhouse charges, gas connection charges, and any other miscellaneous charges including any additional/future premium/charge/levy/penalties/surcharge imposed by any authority.
- k. **“SANCTIONING AUTHORITIES”** means the SRA and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.
- l. **“THE FLAT”** means **FLAT No. _____** on the _____ **Floor** in building **“SHRADHHA PRIVA”** admeasuring _____ **Sq. ft (Rera Carpet** area equivalent to _____ **Sq. Mtr.** (carpet area) (as per presently applicable development norms) (as per RERA) and more particularly described in the **Second Schedule** hereunder written and shown delineated by a **RED** coloured boundary line on the floor plan which is **ANNEXURE** of this Agreement.
- m. **“PREMISES”** means the **FLAT**.
- n. **“TAXES”** shall mean such taxes as may be imposed on the Total Consideration, Contribution, Other Charges including GST, or such other taxes as may be imposed by the concerned authorities.
- o. **“TDR”** means Transferable Development Rights as defined under the DCPR.
- p. **“TOTAL CONSIDERATION”** shall mean the amounts payable/agreed to be paid by the Purchaser(s) for the purchase of the Shop/Office/Flat only to the Promoters/ Developers as set out in **Clause** of this Agreement.
- q. **“SOCIETY”** shall mean formed after the construction of the new building to be constructed upon the said property with new Purchasers of premises and old tenants/ occupants of Janaki Niketan to whom the developer has allotted premises under PAA [Permanent alternate agreement] under MCS Act 1960.

3. **INTERPRETATION AND CONSTRUCTION:**

Unless the context otherwise requires:

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3.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- (i) Any statutory modification, consolidation, or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii) All statutory instruments or orders made pursuant to a statutory provision; and;
- (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment, or modification.

3.2. Any reference to the singular shall include the plural and any reference to the plural includes the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

3.3. The expression "month" and "year" shall be to the calendar month and calendar year.

3.4. Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as a reference to the day or date falling on the immediately subsequent working day.

3.5. The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

3.6. Any reference to a clause, sub-clause, or schedule is a reference to the clause, sub-clause, or schedule hereto.

3.7. References to recitals, clauses, schedules, and annexures unless expressly provided shall mean a reference to recitals, clauses, schedules, and annexures of this Agreement and the same shall form an integral part of this Agreement.

3.8. Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to clauses or schedules of this Agreement as specified therein.

3.9. The words "include" and "including" are to be construed without limitation.

3.10. In the determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act

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or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

4. DISCLOSURES AND TITLE:

4.1. The Purchaser(s) hereby declares and confirms that prior to the execution of this Agreement, the Promoters/ Developers have made full and complete disclosure of their right, title, and interest to the said Property and the Purchaser(s) has/ have taken full, the free and complete disclosure of the right, title, and interest of the Promoters/ Developers to the said Property and the Purchaser(s) has taken full, free and complete inspection of (a) all the information/disclosures that have been uploaded by the Promoters/ Developers on the Government Portal under the provisions of the Act; and (b) all relevant documents and has also satisfied himself/herself/themselves of the particulars and disclosures of the following:-

- (i) Nature of the right, title, and interest of the Promoters/ Developers to the said Property and the development of the Project and the encumbrances thereon, **save and except charge of AU Small Finance Bank Ltd as mentioned hereinabove** ;
- (ii) The drawings, plans, and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the Project, the Building, and the floor plan of the Premises.
- (iii) Particulars of fixtures, fittings, and amenities to be provided in the Shop/Office/Flat and the Project are more particularly mentioned in the Third And Fourth Schedule of this agreement;
- (iv) All particulars of the designs and materials to be used in the construction of the Shop/Office/Flat and the Building;
- (v) The nature of the Organization to be constituted of the Purchaser(s)/s / acquirer/s of the Shop/Office/Flat in the Project;
- (vi) The Approvals obtained and to be obtained in relation to the Project;
- (vii) The various amounts and deposits that are to be paid by the Purchaser(s)/s including the Total Consideration, Contribution, Other Charges, and Taxes;
- (viii) Nature of responsibilities of the Promoters/ Developers under this Agreement;

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(ix) The nature of the right, title, and interest of the Purchaser(s) of the Shop/Office/Flat in the Project;

(xi) The details of the scheme of the development of the said Property, envisaged by the Promoters/ Developers being in a phased manner.

4.2. The Purchaser(s) further confirms and warrants that the Purchaser(s) has independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title and right of Promoters/ Developers and the Promoters/ Developers to develop the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser(s) further confirms that the Purchaser(s) was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser(s) further confirms that the queries raised by him/her/them with regard to the Premises, the Building, the Project, the said Property, and the terms hereof have been responded to by the Promoters/ Developers. The Purchaser(s) confirms that the Purchaser(s) has been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser(s) has decided and agreed to enter into this Agreement. The Purchaser(s) has accepted the right, title, and interest of the Promoters/ Developers and does hereby agree and undertake not to raise any requisitions on or objections to the same, at any time hereafter. The Purchaser(s) hereby confirms that the Purchaser(s) has agreed to purchase the Shop/Office/Flat based on the terms and conditions stated hereunder and that the Promoters/ Developers shall not be held liable for any representations /commitments /details / information, not stated in this Agreement, provided by the real estate agent/ broker/channel partner, of whatsoever nature.

4.3. It is expressly agreed that the right of the Purchaser(s) under this Agreement or otherwise shall always be only restricted to the Shop/Office/Flat agreed to be sold and such right will accrue to the Purchaser(s) only on the Purchaser(s) making full payment to the Promoters/ Developers of the Total Consideration, Contribution, Other Charges, and Taxes, strictly in accordance with this Agreement and only on the Purchaser(s) performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Promoters/ Developers have informed

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the Purchaser(s) that the Promoters/ Developers are developing the Project in a phased manner and shall be entitled to develop/deal with remaining phases of the Project, open area/amenity area, without any reference or recourse or consent or concurrence from the Purchaser(s) in any manner whatsoever and the Promoters/ Developers, shall be solely entitled to deal with such premises /benefits/rights.

4.4. The Purchaser(s)/s has/have been apprised and made aware and the Purchaser(s)/s agree/s, acknowledge/s, and confirm/s:

- (i) During the course of the development of the Project, the Promoters/ Developers shall be entitled to amend or substitute the defined Plan (including the Common Amenities and infrastructure of the Project), building plans, floor plans (save and except the Shop/Office/Flat) elevations, and designs from time to time in accordance with applicable laws and the Purchaser(s) has accorded its consent to the Promoters/ Developers for the same; and
- (ii) In the course of development of the said Property, the Promoters/ Developers shall be entitled to amend or substitute the Plan (including recreation ground, open spaces, and amenities), building plans, floor plans (save and except the Shop/Office/Flat), elevations and designs from time to time in accordance with applicable laws.

5. PLANS:

5.1. The Promoters/ Developers have procured certain development approvals to date in respect of the Project, which is uploaded on the Government Portal, and shall procure and upload the balance approvals on the Government Portal from time to time. The Purchaser(s) hereby consents and confirms that it shall be the sole responsibility of the Purchaser(s) to review and visit the Government Portal from time to time to get regular updates on the development/construction approvals of the Project and that the Promoters/ Developers shall not be required to send any separate updates to the Purchaser(s) herein.

5.2. Further, the Promoters/ Developers have submitted applications for amending the building plans whereby two additional floors will be constructed in the building. The Purchaser(s) hereby acknowledges and confirms that they are aware of the additions to be made in the building and hereby give their irrevocable consent to the same. However, in the event the Promoters/ Developers require the Purchaser(s) to execute any additional documents/letters confirming the

Developer	Purchaser/s

aforementioned, the Purchaser(s) shall oblige and do the same without any delay or demur.

5.3. The Purchaser(s) acknowledges the right of the Promoters/ Developers to amend/revise the building plans and the layout plans, in the interest of the development to be done in the Project, subject to provisions of the applicable law and hereby accords its consent to the Promoters/ Developers in respect of the same. If as per the provisions of the applicable laws, any consent of the Purchaser(s) is required for a change of layout plans/building plans of the Project, then the Purchaser(s) shall be deemed to have given such consent unless objected within a period of seven (7) days, from the date of the written intimation for such consent by the Promoters/ Developers. The Purchaser(s) hereby further confirms that it shall substantiate/provide specific reasons for raising any objection to any changes proposed by the Promoters/ Developers to the layout/building plans/floor plan.

6. AGREEMENT:

The Purchaser(s) hereby agree/s to purchase from the Promoters/ Developers and the Promoters/ Developers hereby agree to sell to the Purchaser(s), **FLAT No. _____**, on **Floor** in building **“SHRADHHA PRIVA”** admeasuring **_____ Sq.Ft.** area equivalent to **_____ Sq. Mtr.** carpet area (as per RERA) and more particularly described in the **Second Schedule** hereunder written and shown delineated by RED coloured boundary line on the floor plan annexed hereto and marked as **Annexure** 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.

7. PAYMENTS:

7.1. The Purchaser(s) has paid to the Promoters/ Developers a sum of **Rs. _____ /- (RUPEES _____ ONLY)**, out of the Total Consideration (the payment and receipt whereof, the Promoters/developers hereby admits and acknowledges and acquits, releases and discharges the Purchaser(s) from the payment thereof) being the earnest money/part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs. _____ /- (RUPEES _____ ONLY)** in the manner as more particularly stated as follows, for the Shop/Office/Flat only, time being of the essence of this Agreement.

Developer	Purchaser/s

(Annexure) (Payment Schedule) Sr. No.	PARTICULARS	%	Amount in Rs Only
1	<u>On Booking</u>	<u>10%</u>	
2	<u>On Completion of Excavation</u>	<u>10%</u>	
3	<u>On Completion of Agreement</u>	<u>10%</u>	
4	<u>On Completion of Plinth</u>	<u>15%</u>	
5	<u>On Completion of 1st Slab</u>	<u>4%</u>	
6	<u>On Completion of 2nd Slab</u>	<u>2%</u>	
7	<u>On Completion of 3rd Slab</u>	<u>1%</u>	
8	<u>On Completion of 4th Slab</u>	<u>1%</u>	
9	<u>On Completion of 5th Slab</u>	<u>1%</u>	
10	<u>On Completion of 6th Slab</u>	<u>1%</u>	
11	<u>On Completion of 7th Slab</u>	<u>1%</u>	
12	<u>On Completion of 8th Slab</u>	<u>1%</u>	
13	<u>On Completion of 9th Slab</u>	<u>1%</u>	
14	<u>On Completion of 10th Slab</u>	<u>1%</u>	
15	<u>On Completion of 11th Slab</u>	<u>1%</u>	
16	<u>On Completion of 12th Slab</u>	<u>1%</u>	
17	<u>On Completion of 13th Slab</u>	<u>1%</u>	
18	<u>On Completion of 14th Slab</u>	<u>1%</u>	
19	<u>On Completion of 15th Slab</u>	<u>1%</u>	
20	<u>On Completion of 16th Slab</u>	<u>1%</u>	
21	<u>On Completion of 17th Slab</u>	<u>1%</u>	
22	<u>On Completion of 18th Slab</u>	<u>1%</u>	
23	<u>On Completion of 19th Slab</u>	<u>1%</u>	
24	<u>On Completion of 20th Slab</u>	<u>1%</u>	
25	<u>On Completion of 21st Slab</u>	<u>1%</u>	
26	<u>On Completion of Brick work / Terrace Slab</u>	<u>5%</u>	
27	<u>On Completion of Plaster Internal & External</u>	<u>5%</u>	
28	<u>On Completion of Plumbing & Waterproofing & Tiling</u>	<u>5%</u>	
29	<u>On Completion of lift / waterpump / electric fitting / colour / window</u>	<u>5%</u>	
30	<u>On Completion of Possession</u>	<u>10%</u>	
31	<u>TOTAL</u>	<u>100%</u>	

Developer	Purchaser/s

The Promoters/ Developers will forward to the Purchaser(s)/s the intimation of the Promoters/ Developers at the address given by the Purchaser(s)/s under this Agreement and the Purchaser(s)/s shall be bound to pay the number of instalments within **seven days** of the Promoters/ Developers dispatching such intimation, Under Certificate of Posting at the address of Purchaser(s)/s as given in these presents.

The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into collection account the designated Shree Mangesh Constructions Shraddha Priva Collection Account - 2302253149388015 being opened by the Promoter's with the AU Small Finance Bank Limited.

7.2 The time for each of the aforesaid payments as well as other payments to be made by the Purchaser(s)/s to the Promoters/ Developers shall be the essence of the contract. The Promoters/ Developers will forward to the Purchaser(s)/s the intimation of the Promoters/ Developers at the address given by the Purchaser/s under this Agreement and the Purchaser(s)/s shall be bound to pay the amount of installments within **seven days** of the Promoters/ Developers dispatching such intimation, under the Certificate of Posting at the address of Purchaser/s as given in these presents;

7.3 The aforesaid consideration amounts shall be subject to a deduction of 1% TDS in the event the Agreement Value is Rs.50,00,000 (Rupees Fifty Lakhs Only) and above which should be deducted by the Purchaser(s), and the TDS Certificate should be produced to the Promoters/ Developers. The TDS rules shall be applicable according to the rules framed by the government from time to time.

7.4 The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties, and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in the future) including GST and all other indirect and direct taxes, duties, and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodied on any

Developer	Purchaser/s

amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser(s) alone and the Promoters/ Developers shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Purchaser(s) as and when called upon by the Promoters/ Developers and/or as required by the concerned Government or authority, as the case may be.

7.5 Provided that any deduction of an amount made by the Purchaser(s) on account of Tax Deduction at Source, if any (“**TDS**”) as may be required under prevailing law while making any payment to the Promoters/ Developers under this Agreement, shall be acknowledged/credited by Promoters/ Developers only upon Purchaser(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

7.6 Provided further that, if any such certificate is not produced, the Purchaser(s) shall pay an equivalent amount as an interest-free deposit to the Promoters/ Developers, which deposit shall be refunded by the Promoters/ Developers to the Purchaser(s), upon the Purchaser(s) producing a such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoters/ Developers shall not be liable to hand over possession of the Shop/Office/Flat to the Purchaser(s).

7.7 Time for payment of the aforesaid installments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser(s) shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under the Act on all delayed payments.

7.8 The Purchaser(s) is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax (“**GST**”) at the applicable rates on the Total Consideration of the Shop/Office/Flat and on all other amounts payable under this Agreement or part thereof. The Purchaser(s) hereby agrees to pay the applicable Taxes on the Total Consideration of the Shop/Office/Flat and/or the Contribution and Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to the Promoters/ Developers, if any, being the amount payable towards the Taxes as and when demanded by the Promoters/ Developers. The Purchaser(s) hereby also agrees to pay to the Promoters/ Developers, the said amount together with any

Developer	Purchaser/s

increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent Authority), when demanded by the Promoters/ Developers.

7.9 The aforesaid conditions will form part and parcel of the fundamental terms of this Agreement.

7.10 The Total Consideration is exclusive of Contribution, Other Charges, and Taxes as are or may be applicable and/or payable hereunder or in respect of the Shop/Office/Flat or otherwise, now or in the future. The Purchaser(s) confirms and agrees that the Contribution, Other Charges, and Taxes for the Building and for the Project shall be solely borne and paid by the Purchaser(s) and the Purchaser(s) agrees to pay the same when due or demanded, without any demur, objection or set off. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoters/ Developers consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoters/ Developers or vice versa on account of such liability arising out of non-payment of the aforesaid amounts by the Purchaser(s).

7.11 In addition to the above, the Purchaser(s) shall also bear and pay such charges, fees, and expenses as may be fixed by the Promoters/Developers and also the taxes as may be applicable for utilizing the additional facilities and amenities as provided in the Project and permitted to be utilized by the Purchaser(s).

7.12 The Promoters/ Developers shall have a first lien and charge on the Shop/Office/Flat agreed to be acquired by the purchaser/s in respect of any amount payable by the Purchaser to the Promotor under the terms and conditions of this agreement.

7.13 The Purchaser(s) shall on or before delivery of possession of the said Shop/Office/Flat pay to the Promoters/ Developers, pay the following amounts: The following amount is/are to be paid by the Purchaser(s) to the developer in additions to consideration amount of the Shop/Office/Flat.

Other Charges and Deposits

- (i) In furtherance of the Sale Consideration, the Allottee shall, before delivery of possession of the said Flat in accordance with clauses below, deposit the following amounts with the Developer:
- (ii) **Rs. ____/- (Rupees _____ Only)** for share money, application entrance fee of the Society.

Developer	Purchaser/s

(iii) **Rs. _____ /- (Rupees _____ Only)** for formation and registration of the society.

(iv) **Rs. _____ /- (Rupees _____ Only)** for share of development & Infrastructures charges.

(v) **Rs. _____ /- (Rupees _____ Only)** being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc.

(vi) **Rs. _____ /- (Rupees _____ Only)** for deposit towards water electricity, and other utility and services connection charges.

(vii) **Rs. _____ /- (Rupees _____ Only)** for share money, Gymnasium Membership Charges.

7.14. The Purchaser(s)/s shall on or before delivery of possession of the said Shop/Office/Flat keep deposit with the Promoters/Developers other charges cost as mentioned in Clause **7.13** above.

7.15. The Promoters/Developers shall not be liable to refund any amounts paid by the Purchaser(s) towards TDS, GST, and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies, or any other charges levied by state and/or central government and/or SRA 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 on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoters/Developers any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser(s) in full satisfaction of all his/her/their/its claim(s) under this Agreement and/or in or to the Premises.

7.16. Notwithstanding, what is mentioned in this Agreement, it is hereby agreed by and between the Promoters/ Developers and the Purchaser(s) that the Promoters/ Developers shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the ad-hoc 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 Promoters/ Developers, the Purchaser(s) hereby agrees to forthwith pay the same to the Promoters/ Developers within a period of **seven (7) days** without any

Developer	Purchaser/s

delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoters/ Developers and the Purchaser(s) that, in the event, that any GST and/or any other tax by whatsoever name called is levied by the central or state Government, local authority, and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser(s) to the Promoters/ Developers as mentioned hereinabove then, the same shall be solely borne and paid by the Purchaser(s) alone.

7.17. 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 Premises, Shop/Office/Flat and/or the Project and/or any part or portion thereof and such share to be determined by the Promoters/ Developers having regard to the area of each of the Shop/Office/Flat, 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 Promoters/ Developers 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 Premises and/or the said Property and/or any part or portion thereof. Without prejudice to any other right of the Promoters/ Developers under this Agreement, the Promoters/ Developers 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 Premises and/or the said Property and/or any part or portion thereof payable by the Purchaser(s) under this Agreement to the Promoters/ Developers and/or its nominees and/or the competent authority.

7.18. It is specifically agreed that the Promoters/ Developers have agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser(s) that the Purchaser(s) shall:

- make payment of the instalments as mentioned hereinabove, to the Promoters/ Developers from time to time without any delay or demur for any reason whatsoever, time being of the essence.
- observe all the covenants, obligations, and restrictions stated in this Agreement; and
- 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(s).

Developer	Purchaser/s

7.19. It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.

7.20. The Purchaser(s) hereby agrees and undertakes that he/she/they accord his/her/their irrevocable consent that any payment made by the Purchaser(s) to the Promoters/ Developers hereunder, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards Taxes and statutory dues in relation to the Shop/Office/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 any delayed amounts payable hereunder.
- (iv) fourthly, towards the Contribution and Other Charges; and
- (v) finally, towards Total Consideration.

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

7.21. All payments shall be made by the Purchaser(s) within 7 (Seven) days of notice in writing by the Promoters/ Developers to be given as hereinafter mentioned.

7.22. Time for payment is the essence of this Agreement. In addition to the Total Consideration, the Purchaser(s) shall be liable to pay Contribution, Other Charges, and Taxes as mentioned in this Agreement.

7.23. The Promoters/ Developers shall confirm the final carpet area of the Shop/Office/Flat that has been allotted to the Purchaser(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the Sanctioning Authority, 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 Shop/Office/Flat shall be recalculated upon confirmation by the Promoters/ Developers. If the total carpet area of the Shop/Office/Flat reduces below 3%, then the Promoters/ Developers shall refund the excess money paid by Purchaser(s) within forty-five (45) days with annual interest at the rate specified in the Act, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area of the Shop/Office/Flat over and above 3%, then the Promoters/ Developer shall demand an additional amount from the Purchaser(s) as per the next milestone of the payment plan. All these monetary adjustments shall be made @ of Rs.15/- per square Feet (carpet area).

Developer	Purchaser/s

7.24. The Total Consideration is escalation-free. In the event, there is any escalation/increase, due to an 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, then the same shall be collected from the Purchaser(s) under the head of Other Charges. The Promoters/ Developers undertake and agree that while raising demand on the Purchaser(s) for an increase in development charges, taxes, cost, or levies imposed by the competent authorities, etc., the Promoters/ Developers shall enclose the said notification/order/rule/ regulation/ notice/ letter published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments and the Purchaser(s) shall pay the same to the Promoters/ Developers as per the next milestone of the payment plan.

7.25. The Total Consideration to be paid by the Purchaser(s) to the Promoters/ Developers under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the "SHREE MANGESH CONSTRUCTIONS", maintained with A U SMALL FINANCE Bank having Account Number 2221253145601220 ("**the Designated Account**"). In case of any financing arrangement entered by the Purchaser(s) with any bank or financial institution with respect to the purchase of the Shop/Office/Flat, the Purchaser(s) undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Total Consideration as due and payable to the Promoters/ Developers on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made in favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoters/ Developers as mentioned above shall not be treated as payment towards the Shop/Office/Flat and shall be construed as a breach on the part of the Purchaser(s).

7.26. The payment towards the Contribution, Other Charges, and Taxes shall be made by the Purchaser(s) to the Promoters/ Developers in accordance with the demand raised by the Promoters/ Developers.

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8. RIGHTS OF THE PROMOTERS/ DEVELOPERS:

8.1 It is expressly agreed that the right of the Purchaser(s) under this Agreement is only restricted to the Shop/Office/Flat agreed to be sold by the Promoters/ Developers to the Purchaser(s) and car parking

Developer	Purchaser/s

space/s if allotted and all other premises per the development agreement of the Promoters/ Developers shall be the sole property of the Promoters/Developers and the Promoters/ Developers shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser(s) in any manner whatsoever.

- 8.2 The Purchaser(s) hereby grants his/her/their irrevocable authority, permission, and consent to the Promoters/ Developers, that the Promoters/ Developers shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the building constructed in the Project as per the development agreement, as the case may be.
- 8.3 The Promoters/ Developers shall be at liberty and be entitled to amend the layout plan of the said Property, the building plans, and other Approvals for, including but not limited to:-
 - (i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the layout plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of land.

The Purchaser(s) shall not have any objection to the aforesaid and the Purchaser(s) does hereby grant his/her/their irrevocable consent to the Promoters/ Developers to carry out the necessary acts, deeds, matters, and things.

- 8.4 It is hereby expressly agreed that the Promoters/ Developers shall always be entitled to sell the Shop/Office/Flat in the Building/Project for the purpose of using the same for commercial as well as for such other uses as may be permitted by the Sanctioning Authorities and the Purchaser(s) thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser(s) shall not object to the use of the Shop/Office/Flat and/or the shops for the aforesaid purposes by the respective Purchaser(s) thereof. Hereafter, if any further FSI including fungible FSI or on account of TDR or otherwise by whatever name called is permitted to be utilized on the said Property in accordance with the applicable law, the same shall inure to the benefit of the Promoters/ Developers, till the charge/ operation/ affairs of the new building to be constructed handed over to the society formed under MCS Act 1960 after issuance of an occupation certificate.
- 8.5 The Promoters/ Developers shall be entitled to construct the building upon the said property up to permissible height/s/ floors in order to utilise FSI / TDR/ other benefits.

Developer	Purchaser/s

8.6 The Promoters/ Developers shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper (“**Project Management Agency**”) to manage the operation and maintenance of the Project including but not limited to the Building, Common Amenities of the Project, STPs, garbage disposal system and such other facilities that the Promoters/ Developers installs and intends to maintain for a period of at least 12 months after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Promoters/ Developers) for such remuneration/fee, (and escalation thereto) as may be applicable. The Promoters/ Developers 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 Promoters/ Developers 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 and Common Amenities of the Project until the aforesaid period. It is hereby clarified that either the Promoters/ Developers or the Project Management Agency shall have a right to recover the amounts from the various Purchaser(s) in the Project towards the maintenance and outgoings for upkeep and maintenance of the Project. In such event, the Purchaser(s) agrees to abide by any and all terms, conditions, rules, and/or regulations that may be imposed by the Promoters/ Developers or the Project Management Agency, including without limitation, payment of the Purchaser(s)’s share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoters/ Developers, the Purchaser(s) shall either directly pay the aforesaid project management fees to the Promoters/ Developers or the Project Management Agency.

8.7 It is hereby clarified that the Promoters/Developers shall not be responsible, accountable, or liable in any manner whatsoever to any person including the Purchaser(s), 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 the course of such maintenance, management, control, and regulation of the Project.

8.8 The rights of the Purchaser(s) and the Purchaser(s) of other premises in the building shall be subject to and shall not dilute the overall authority, control, and right of the Promoters/ Developers in respect of any of the matters concerning the Project, the construction and completion thereof and all the amenities pertaining to the same. The Promoters/ Developers shall have absolute authority and control as regards the unsold premises forming part of the Project and the disposal thereof. The Promoters/ Developers shall be liable to pay only the municipal taxes, at actual and maintenance charges equivalent to a sum of **Rs. _____ /- (RUPEES _____ ONLY)** per

Developer	Purchaser/s

month for each unsold Shop/Office/Flat, in respect of the unsold premises forming part of its entitlement in the Project.

8.9 Till the entire redevelopment Project is completed, and the operation/day-to-day affairs/activities handed over to the society the Purchaser(s)/ tenants of the old building, the purchaser/s shall not interfere in any manner in any work of redevelopment or construction and the Promoters/ Developers alone shall have full control, absolute authority, and say over the un-allotted areas and/or roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other Common Amenities of the Project.

8.10 Subject to the provisions of the applicable laws, the Promoters/ Developers shall be entitled to make variations/re-locations in water, power, sewage, telephone, and other service and utility connection, facilities and underground water tanks, pumps, Common Amenities of the Project and their dimension as the Promoters/ Developers deem fit.

8.11 In the event, the Promoters/ Developers have paid or are 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(s) to the Promoters/ Developers in proportion to the carpet area wherever applicable of the Shop/Office/Flat or otherwise as may be determined by the Promoters/ Developers under the head Other Charges. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Promoters/ Developers shall enclose the requisite notification/ order/ rule/ regulation/ letter/ notice published/issued on that behalf along with the demand letter which will be issued by the Promoters/ Developers and the Purchaser(s) shall be liable to pay such amounts to the Promoters/ Developers, within seven (07) days of such demand being made by the Promoters/ Developers.

8.12 The Promoters/ Developers shall be entitled to designate any spaces/areas in the Project, the Building, or any part thereof for third-party service providers, for facilitating the provision and maintenance of utility services (including power, water, drainage, and radio, and electronic communication) to be availed by the occupants of the Shop/Office/Flat to be constructed thereon. Such designation may be undertaken by the Promoters/ Developers on a lease, leave, and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, and towers) in respect of the utility services may be laid/provided in the manner the Promoters/ Developers may require and may be utilized in common by occupants of Shop/Office/Flat in the Project/Building, as the case may be. The Promoters Developer sandworkmen/agents/contractors/employees and/or occupants of

Developer	Purchaser/s

the neighboring buildings and any third-party contractors shall be entitled to access and service such infrastructure and utilities over the Project, the Building, or any part thereof, as the case may be, without any restriction/obstruction/ inconvenience from the Purchaser(s).

- 8.13 The Promoters/ Developers shall be entitled to give a portion of the said Property on a lease basis, to the such third-party service provider, Communication Devises, Antennas, for an electric substation, as may be required under the provisions of the applicable laws.
- 8.14 The Promoters/ Developers shall have an irrevocable and perpetual right to put a hoarding, Communication Devises, or Antennas on any part of any Building including on the terrace and/or on the parapet wall and the aforesaid hoardings may be illuminated with neon signs/logos and for that purpose, the Promoters/ Developers is fully authorized to put up temporary structures/errections for installation of cables, satellites, communication equipment, wireless equipment, etc. The Purchaser(s) agree/s not to object or dispute the same.
- 8.15 The Promoters/ Developers shall be at liberty to sell, assign, transfer a mortgage or otherwise deal with its right, title, and interest in the Project and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser(s) in respect of the Premises.

9. OBLIGATIONS OF THE PROMOTERS/ DEVELOPERS:

- 9.1 The Promoters/ Developers shall construct the Project in accordance with the plans, designs, and specifications that, are approved by the Sanctioning Authorities and with such variations and modifications as the Promoters/ Developers may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s, and as may be permissible under the provisions of the applicable laws and the Purchaser(s) hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser(s) to the Promoters/ Developers for carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the Shop/Office/Flat is more than the area agreed to be provided, the Purchaser(s) agrees and undertakes to pay additional consideration to the Promoters/ Developers for the such excess area on a pro-rata basis, based on the Total Consideration stated above. The price of the Shop/Office/Flat is based on the price of the building materials such as cement, steel, bricks, timber, etc., and labour charges ruling as on this date of execution of this Agreement, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labor charges takes place on account of any reason statutory or otherwise the cumulative effect of such increase as assessed by the Promoters/ Developers' architect shall be debited to the Promoters/ Developers' account who shall pay the same on

Developer	Purchaser/s

demand. The decision of the Promoters/ Developers in this regard shall be final and binding on the Purchaser(s). The increased incidents may be charged and recovered by the Promoters/ Developers from the Purchaser(s) with any one or more installments or separately. The Purchaser(s) hereby agrees and undertakes to pay such amounts to the Promoters/ Developers within **7 (seven)** days from the receipt of the demand in writing in that regard, time being of the essence.

- 9.2 The Promoters/ Developers agree 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 Shop/Office/Flat to the Purchaser(s), obtain from the concerned authority the occupation certificate in respect of the same.
- 9.3 The Promoters/ Developers hereby agree that it shall, before handing over possession of the Shop/Office/Flat to the Purchaser(s) and in any event before transferring the said Property in favour of the society make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and shall complete its title to the said Property so as to cause the transfer of the ownership rights of the said Property in favour of the society.
- 9.4 The Promoters/ Developers shall maintain a separate account in respect of sums received by the Promoters/ Developers from the Purchaser(s) as advance or deposit, sums received on account of the share capital or towards the outgoings, legal charges, and shall utilize the amounts only for the purposes for which they have been received.

10. LOAN AGAINST THE SHOP/OFFICE/FLAT:

10.1 It is hereby further expressly agreed that if the Purchaser(s) approaches/has approached any bank/financial institution/or any other lender (hereinafter referred to as "**Purchaser(s)'s Lender**") for availing of a loan in order to enable the Purchaser(s) to make payment of the Total Consideration, Contribution, Other Charges, and Taxes or part thereof in respect of the Shop/Office/Flat to the Promoters/ Developers and/or mortgaged/ mortgages the Shop/Office/Flat with the Purchaser(s)'s Lender (which is to be subject to issuance by the Promoters/ Developers of a no-objection letter in favour of the Purchaser(s)'s Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser(s) to ensure the timely payment of the Total Consideration, Contribution, Other Charges and Taxes or the part thereof and/or the amounts payable

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hereunder. Further, the Promoters/ Developers shall not be liable or responsible for the repayment to the Purchaser(s)'s Lender of any such loan amount or any part thereof taken by the Purchaser(s). All costs in connection with the procurement of such loan and mortgage of the Shop/Office/Flat and payment of charges to the Purchaser(s)'s Lender shall be solely and exclusively borne and incurred by the Purchaser(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, Other Charges, and Taxes) payable hereunder have not been paid, the Promoters/ Developers shall have a lien on the Premises to which the Purchaser(s) has no objection and hereby waives his/her/their/its right to raise any objection in that regard.

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

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

10.4 The Purchaser(s) shall indemnify and keep indemnified the Promoters/ Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions, and losses which the Promoters/ Developers and its partners or their

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survivors or their successors and assigns may suffer or incur by reason of any action that the Purchaser(s)'s Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the said loan in respect of the Shop/Office/Flat. Notwithstanding the provisions hereof, the Purchaser(s) hereby agrees and undertakes that the Promoters/ Developers shall have first lien/charge on the Shop/Office/Flat towards all the claims, costs, charges, expenses, and losses, etc. of the Promoters/ Developers and the Purchaser(s) further undertakes to reimburse the same to the Promoters/ Developers without any delay, default, or demur.

11. DEFAULT BY THE PURCHASER(S) AND THE CONSEQUENCES:

- 11.1 On the Purchaser(s) committing three (3) defaults in payment/s on the due date (time being the essence of contract) of any amount due and payable by the Purchaser(s) to the Promoters/ Developers under this Agreement (including the Purchaser(s)'s share of Contribution, Other Charges, and Taxes as mentioned hereinabove) and/or on the Purchaser(s) committing a breach of any of the terms and conditions herein contained, the Promoters/ Developers shall be entitled at its own option to terminate this Agreement.
- 11.2 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 Promoters/ Developers unless and until the Promoters/ Developers shall have given to the Purchaser(s) seven (7) days prior notice in writing at the address provided by the Purchaser(s) 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 default shall have been made by the Purchaser(s) in remedying such breach or breaches within a period of seven (07)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 notice of seven (07) days without any further reference. On termination of this Agreement, the Purchaser(s) shall have no right, title, interest, claim, demand, or dispute of any nature whatsoever either against the Promoters/ Developers or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser(s) till such termination after deducting therefrom (i) any interest on delayed payments, (ii) brokerage paid by the Promoters/ Developers at actuals towards the sale of the Shop/Office/Flat, and (iii) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Purchaser(s) (collectively referred to as the "**Recovery Amounts**"). In the event, the Promoters/ Developers are

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unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoters/ Developers shall be entitled to recover such shortfall separately from the Purchaser(s) as an independent claim.

11.3 Provided further that, the Promoters/ Developers shall not be liable to refund to the Purchaser(s) any Taxes and Other Charges paid by the Purchaser(s) under this Agreement. It is hereby clarified that such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoters/ Developers to the Purchaser(s) only out of the sale proceeds arising out of the re-allotment/sale of the Shop/Office/Flat to a third party. The Promoters/ Developers shall be refunding the said amount to the Purchaser(s) within thirty (30) days from the date of receipt of intimation from the Promoters/ Developers that it has re-sold/re-allotted the Shop/Office/Flat to a third party provided the Purchaser(s) executes a Deed of Cancellation in respect of the Shop/Office/Flat with the Promoters/ Developers and hands over of originals of all the documents executed in respect of the Shop/Office/Flat including the Agreement for Sale, to the Promoters/ Developers. The Promoters/ Developers shall be entitled to re-sell/allot the Shop/Office/Flat to a third party, from the date of the termination of this Agreement for Sale, without any reference/recourse to the Purchaser(s) and the only claim that the Purchaser(s) shall have against the Promoters/ Developers shall be a refund of the aforesaid amounts as stated in Clause 11.2 or and above clauses hereinabove.

11.4 In the event, the Promoters/ Developers inform the Purchaser(s) that it is unable to undertake the Project due to force majeure events and/or any reason/s beyond the Promoters/ Developers' control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser(s) decides to cancel/terminate this Agreement, then the Promoters/ Developers shall be liable to refund all amounts received from the Purchaser(s) till then (excluding the Taxes deposited with the government) within thirty (30) days from the date of termination of the Agreement provided the Purchaser(s) executes a Deed of Cancellation in respect of the Shop/Office/Flat with the Promoters/ Developers and hands over of originals of all the documents executed in respect of the Shop/Office/Flat including the Agreement for Sale to the Promoters/ Developers. The Purchaser(s) hereby agrees and acknowledges that upon termination, the Purchaser(s) shall not have any further claim against the Promoters/ Developers, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoters/ Developers and the Promoters/ Developers shall be at liberty to sell the Shop/Office/Flat to any other person or persons at such price and upon such terms and conditions as the Promoters/ Developers may deem fit and proper at their sole discretion.

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11.5 It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clauses 11.3 or 11.4 above and above clauses, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser(s) or not, will be considered as the payment made by the Promoters/ Developers towards such refund and the liability of the Promoters/ Developers in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser(s) shall have no right, title, interest, claim, demand, or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoters/ Developers or against the Shop/Office/Flat. The Promoters/ Developers shall be entitled to re-sell/allot/ transfer the Shop/Office/Flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser(s) and only claim that the Purchaser(s) shall have against the Promoters/ Developers shall be a refund of the aforesaid amounts as stated in Clause 11.2 and above clauses hereinabove.

11.6 If the Purchaser(s) in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoters/ Developers under this Agreement, seeks a loan from the Purchaser(s)'s Lender against the security of the Shop/Office/Flat subject to the consent and approval of the Promoters/ Developers, then in the event of (a) the Purchaser(s) committing a default of the payment of the installments of the consideration amount as mentioned herein, and (b) the Promoters/ Developers exercising its right to terminate this Agreement, the Purchaser(s) shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser(s) shall obtain the necessary letter from such Purchaser(s)'s Lender and resale of the Shop/Office/Flat by the Promoters/ Developers stating that the Purchaser(s) has cleared the mortgage debt. On receipt of such letter from the Purchaser(s)'s Lender, the Purchaser(s) shall be (subject to what is stated above regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoters/ Developers towards the Shop/Office/Flat excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser(s) has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

11.7 Without prejudice to the right of the Promoters/ Developers to charge interest in terms of sub-clauses above, on the Purchaser(s)/ committing three defaults in payment of amounts under these presents and/or installments including as mentioned in clauses and his/her proportionate share of taxes levied by the concerned

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local authority and other outgoings, the Promoters/ Developers shall at his own option, may terminate this agreement. Promoters/ Developers shall inform the said termination and of the specific breach or breaches of terms and conditions in respect of which it is to terminate the Agreement in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and/ or mail at the e-mail address provided by the Purchaser(s). However, upon the termination of this Agreement as aforesaid, the Promoters/ Developers shall refund to the Purchaser(s) the installments of Sale consideration of the Flat which may till then have been paid by the Purchaser(s) to the Promoters/ Developers subject to adjustment and recovery of liquidated damages and 10% Forfeiture Amount or any other amount which may be payable to Promoters/ Developers subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such termination or any other amount which may be payable to Promoters/ Developers;

11.8 All the rights and/or remedies of the Promoters/ Developers are cumulative and without prejudice to one another.

12. FIXTURE/FITTINGS AND COMMON AMENITIES:

- 12.1 The Shop/Office/Flat shall comprise fixtures, fittings, facilities, and amenities as more particularly mentioned in the third and fourth Schedules of this agreement.
- 12.2 The Common Amenities and Facilities of the Project as more particularly mentioned in the third and fourth Schedules of this agreement, shall be used and enjoyed by all the residential occupants of the Project.
- 12.3 Prior to execution hereof, the Promoters/ Developers have furnished to the Purchaser(s), the sanctioned plans of the Project and the sanctioned floor plans.

13. POSSESSION:

- 13.1 The possession of the Shop/Office/Flat shall be offered by the Promoters/ Developers to the Purchaser(s) after the Shop/Office/Flat is ready for use and occupation and after the occupation certificate/part occupation certificate in respect of the Shop/Office/Flat is obtained provided all the amounts towards the Total Consideration, Contribution, Other Charges, and Taxes, due and payable by the Purchaser(s) under this Agreement are duly paid by the Purchaser(s). The Promoters/ Developers shall endeavour to offer possession of the Shop/Office/Flat to the Purchaser(s) on or before 02/08/2025, subject to a grace period of six (6) months and further subject to force majeure events and other factors as specified herein. Provided however, it is hereby clarified and agreed by the Purchaser(s) that in the event, even

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after receipt of the occupation certificate, that the government authorities are unable to provide necessary infrastructure facilities owing to a shortage of such infrastructure, then, the Promoters/ Developers shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Purchaser(s) hereby expressly confirms that the Purchaser(s) shall not raise any objection in that regard and shall accept possession of the Shop/Office/Flat from the Promoters/ Developers. The Promoters/ Developers have informed the Purchaser(s) that in such event, the Promoters/ Developers shall make alternate arrangements for water supply through tankers for the sake of convenience of the Purchaser(s) in the Project. The Purchaser(s) hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Purchaser(s) hereby acknowledges that the water connection from the concerned authority shall be subject to availability and the rules, regulations, and bye-laws of the concerned authority and agrees not to hold the Promoters/ Developers responsible and liable for the same.

15.2. If the Promoters/ Developers fail or neglect to give possession of the Shop/Office/Flat to the Purchaser(s) on the above referred (subject to a grace period of six (6) months and force majeure and other events as mentioned herein) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser(s) shall be entitled to give notice to the Promoters/ Developers terminating this Agreement, in which event the Promoters/ Developers shall refund to the Purchaser(s) the amount of Total Consideration paid till such termination excluding the Taxes and Other Charges that may have been received by the Promoters/ Developers from the Purchaser(s) as installments in part payment in respect of the Shop/Office/Flat. In addition to the refund of such amounts by the Promoters/ Developers to the Purchaser(s), the Promoters/ Developers shall also pay to the Purchaser(s), interest at the rate as may be prescribed under the Act from time to time from the date the Promoters/ Developers received such amounts till the date the amounts and the interest thereon are repaid. The Promoters/ Developers shall refund the abovementioned amount within a period of thirty (30) days from the date of such termination provided the Purchaser(s) executes a Deed of Cancellation in respect of the Shop/Office/Flat with the Promoters/ Developers and hands over all original documents in respect of the Shop/Office/Flat including the Agreement for Sale to the Promoters/ Developers. The Purchaser(s) hereby agrees and acknowledges that upon termination, the Purchaser(s) shall not have any further claim against the Promoters/ Developers, in

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respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoters/ Developers, and the Promoters/ Developers shall be at liberty to sell the Shop/Office/Flat and allot as an exclusive amenity attached to the Shop/Office/Flat to any other person or persons at such price and upon such terms and conditions as the Promoters/ Developers may deem fit and proper at their sole discretion.

15.3. Provided that, the Promoters/ Developers shall be entitled to a reasonable extension of time for giving delivery of the Shop/Office/Flat on the aforesaid date if the completion of the building is delayed on account of:

- (i) force majeure.
- (ii) stay or injunction order affecting the development of the Property/Project by any court of law, tribunal, competent authority, statutory authority, or any amendments to the applicable law, etc.;
- (iii) non-availability of steel, cement, other building material, water, or electric supply;
- (iv) non-payment or delayed payment of installments by the Purchaser(s);
- (v) labour problems, shortage of water supply or electric power, or by reason of any war, civil commotion, or act of God if non-delivery of possession is as a result of any notice, order, rule, or notification of the Government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, Licenses, Approvals, occupation certificate, etc. or non-availability of essential amenities, services and facilities such as lifts, electricity, and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoters/ Developers;
- (vi) election code of conduct;
- (vii) any change in the DCPR;
- (viii) any additional grant of FSI/TDR which may entail increasing the number of floors;
- (ix) economic hardship;
- (x) delay in receipt of documents and/or approvals;
- (xi) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoters/ Developers, or its agent or not directly attributable to any wilful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the Premises and the Project.

For the purpose of this Agreement the expression "**force majeure**" shall include any natural calamity, landslide, strike, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, the threat of or preparation of war, fire, explosion, storm, flood, earthquake,

Developer	Purchaser/s

typhoon, tornado, subsistence, structural damage, epidemic or another natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters/ Developers.

13.5 Upon possession of the Shop/Office/Flat being delivered to the Purchaser(s), he/she/they/it shall have no claim against the Promoters/ Developers in respect of any item of work in the Shop/Office/Flat, other than structural defect liability as per the provisions of the Act.

13.6 Nothing contained in these presents is intended to be nor shall be construed to be a transfer of ownership in the law of the said Property or the Building or any part thereof.

13.7 Upon receipt of the occupation certificate the Promoters/ Developers shall give a written intimation to the Purchaser(s) calling upon the Purchaser(s) to pay the balance Total Consideration, Contribution, Other Charges, and Taxes, within seven (07) days of such notice. Upon receipt of the aforesaid amounts from the Purchaser(s), the Promoters/ Developers shall call upon the Purchaser(s) to take possession of the Shop/Office/Flat and the exclusive area within seven (07) days of the Promoters/ Developers giving such written notice to the Purchaser(s). Upon the expiry of the said period of seven (07) days, it shall be deemed that the Purchaser(s) has taken possession of the Premises and the Premises shall be at the risk of the Purchaser(s) (irrespective of whether possession of the Premises is actually taken by the Purchaser(s) or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Premises. It is agreed that irrespective of whether possession of the Premises is actually taken or not by the Purchaser(s), the Purchaser(s) shall be responsible and liable to bear and pay to the Promoters/ Developers all outgoings in respect of the Premises, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines, and other expenses and outgoings necessary and incidental to the management, administration, and maintenance of the Building/Project. The Purchaser(s) shall pay to the Promoters/ Developers such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoters/ Developers.

13.8 The Purchaser(s) shall, prior to taking possession of the Shop/Office/Flat examine and satisfy himself/herself/itself with the area of the Shop/Office/Flat and the said amenities/fixtures provided in the Shop/Office/Flat. Thereafter, the Purchaser(s) shall have no claim against the Promoters/ Developers with respect to the Premises or any

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other Common Amenities of the Project 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.

13.9 Provided that, if within a period of five (05) years from the date of handing over possession or deemed to have taken possession in respect of the Premises from the Promoters/ Developers by the Purchaser(s), whichever is earlier, the Purchaser(s) brings to the notice of the Promoters/ Developers any structural defect or damage in the Premises or the Building in which the Premises are situated within such period of five (05) years, then, wherever possible such defect or damage shall be rectified by the Promoters/ Developers at its own cost and in case it is not possible to rectify such defect or damage, then the Purchaser(s) shall be entitled to receive from the Promoters/ Developers reasonable monetary compensation for such defect or damage as decided by the Promoters/ Developers.

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

14. SOCIETY:

14.1 The Promoters/ Developers are authorized by the Purchaser(s)/s on his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declaration, costs of lawyers for transfer of the membership of the society/ to make purchases as a member of the society and such costs of transfer are to be borne and paid wholly by the Purchaser(s)/s and other acquired of Shop/Office/Flat proportionately, but exclusive of all out of pocket expenses of such documents which also will be borne and paid wholly by the Purchaser(s)/s and other acquired of Shop/Office/Flat. In case if the costs, charges, and expenses exceed the aforesaid amount, the same would also be made good by the Purchaser(s)/s.

14.2 The Purchaser(s) shall observe and perform all the rules and regulations and bye-laws of the Society and the additions, alterations, and amendments thereof that may be made from time to time for the safety, protection, and maintenance of the building and/or Project

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and the premises therein and for the performance and observance of building rules, regulations, and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser(s) shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.

- 14.3 The Promoters/ Developers shall not join as a member of the Society in respect of unsold Shop/Office/Flat in Building.
- 14.4 The Society shall be responsible for the operation and management and/or supervision of the Building and the Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters, and things as may be required in this regard.
- 14.5 The purchaser(s) shall be only entitled to the membership of the society after the payments of the consideration amount/charges/taxes as applicable to the said Shop/Office/Flat as per this agreement.

15. COMMON AMENITIES OF THE PROJECT:

- 15.1 It is expressly agreed that the Purchaser(s) shall be entitled to the Common Amenities of the Project as more particularly mentioned in the third and fourth schedules of this agreement subject to the payment of maintenance charges fixed and decided by the developers. It is clarified that the various amenities and facilities, the Common Amenities and Facilities of the Project to be provided as set out in the third And fourth schedule of this agreement, shall also be constructed and provided in a phased manner, at the sole discretion of the Promoters/ Developers and are subject to sanction by the concerned authority. It is hereby agreed that the Common Amenities of the Project, as set out in the third And fourth schedules of this agreement along with such further areas, amenities, and facilities so identified and earmarked by the Promoters/ Developers during the course of completion of the development of the Project shall be construed as Common Amenities of the Project. It is hereby clarified that upon completion of the Common Amenities of the Project, the Purchaser(s) shall be liable to pay the proportionate maintenance charges for the same.
- 15.2 The Promoters/ Developers hereby declare that the F.S.I. as on date in respect of the said property and Promoters/ Developers plans to utilize F.S.I. further the Promoters/ Developers shall be entitled to total F.S.I. at present or in future and further and/or additional construction, shall always Obe the property of the Promoters/ Developers who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters/ Developers

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choose and deem fit. The document vesting the title of the said property, building. etc. and transfer of rights and benefits of the Promoters/ Developers, as hereinafter mentioned, shall be subject inter alia to the aforesaid reservation.

16. COVENANTS BY THE PURCHASER(S):

16.1 As stated in Recital hereinabove, the Purchaser(s)/s hereby declare/s and confirm/s that prior to the execution of this Agreement the Purchaser(s)/s has/have been made aware that although Property Card is shown as Promoters/ Developers under the Act, it shall be the sole responsibility of the Promoters/ Developers hereunder alone to undertake and complete the entire Project as also undertake all the roles, responsibilities, liabilities of the Promoters/ Developers in respect of the compliances under the Act. In the circumstances, it is agreed that neither the Purchaser(s)/s nor his/her/their successors in title or any other person/s claiming through such Purchaser(s)/s shall make any claim against SRA in respect of said Premises being Shop/Office/Flat agreed to be sold and Car Parking Space if allotted hereunder, possession in respect thereof, quality of construction and/or area and/or amenities and/or fittings & fixtures, etc. and/or any claim whatsoever under MCGM, Maharashtra Slum Areas Improvement, clearance, and improvement) Act1971 with Rules and guidance, the Act, GST Act, Income-Tax Act and/or any rules framed thereunder and any and all other prevailing laws and Rules.

16.2 The Purchaser(s) shall use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted.

16.3 It is agreed that until the date the Promoters/ Developers offer possession of the Premises to the Purchaser(s) and the Promoters/ Developers receive the Total Consideration, Contribution, Other Charges, and the Taxes (as mentioned herein) from the Purchaser(s), the Purchaser(s) shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except the same is done through the Promoters/ Developers (with a view to maintaining price parity for the Project). The Purchaser(s) acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser(s) agrees to abide by the same. In the event, the Purchaser(s) assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoters/ Developers shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause hereinabove shall follow.

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16.4 The Purchaser(s) is aware that the marketing collaterals provided by the Promoters/ Developers to the Purchaser(s) in respect of the Project-contained materials / pictorial depictions are in the nature of the artist's impressions. The Purchaser(s) undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

16.5 The Purchaser(s) with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Promoters/ Developers as follows: -

- (i) To maintain the Premises at the Purchaser(s)'s own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building/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 Building/Premises or part thereof;
- (ii) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the building or storing of which goods are objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and to rectify damage at his/her costs.
- (iii) To carry at the Purchaser(s)'s own cost all internal repairs to the Premises and maintain in the same condition, state, and order in which it was delivered by the Promoters/ Developers and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser(s) committing any act, in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the Building and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Premises and appurtenances thereto in good tenantable repair and condition so as to support,

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shelter and protect another part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Premises;

- (v) Not to do or permit to be done any act which may render void or voidable any insurance of the said Property and the construction thereon, as the case may be, or the building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- (vi) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Project and/or the said Property.
- (vii) To bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges, charges for maintenance of STPs, garbage disposal systems, and such other facilities that the Promoters/ Developers may install, operate and maintain under the guidelines prescribed under MOFA, RERA 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 Premises or otherwise;
- (viii) To bear and pay all past, present, and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Project and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time.
- (ix) To permit the Promoters/Developers 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 Premises 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 Building 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, though, over or outside the Premises for the benefit of the Building or the Project. The Purchaser(s) shall not obstruct or hinder the Promoters/ Developers and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents, and employees, with or without workmen and others, in

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carrying out their duties. The Purchaser(s) shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Promoters/ Developers in that regard;

- (x) The Purchaser(s) shall not without the prior written consent of the Promoters/ Developers let, sub-let, grant leave and license or part with the possession of the Premises until all the dues payable by the Purchaser(s) to the Promoters/ Developers under this Agreement are fully paid up and only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser(s) has intimated the Promoters/ Developers and obtained its prior consent in writing in that behalf;
- (xi) Not to close or permit to be closed chajjas or balconies or any such areas which are appurtenant to the Shop/Office/Flat (if any)/ Building or change the external colour scheme or the pattern of the colour of the Building;
- (xii) Not to change exterior elevation or the outlay of the Building and / or the Shop/Office/Flat;
- (xiii) Not to install/construct/erect water storage tank/s in the Premises;
- (xiv) Save and except a nameplate not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the Shop/Office/Flat, the Building, and/or in any part of the Project, without the prior written permission of the Promoters/ Developers and/or the Society, as the case may be;
- (xv) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) forming a part of or appurtenant to the Shop/Office/Flat. If the Purchaser(s) desires to affix/install grills to the windows of the Shop/Office/Flat, or grill/s or safety door/s to the main door of the Shop/Office/Flat, then the Purchaser(s) shall obtain the prior written permission of the Promoters/ Developers and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications, and permission given by the Promoters/ Developers and/or the Society, as the case may be, in that regard. It is further clarified that any such action by the Purchaser(s) to cover the open terrace/s, the open balcony/balconies or chajjas, or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser(s) as to costs and action if any by the authorities/Society;
- (xvi) Not to construct/erect any brick or masonry wall, partition/ loft/ mezzanine in the Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;
- (xvii) Not to do or suffer to be done anything on the Project which would be forbidden or prohibited by the rules of the concerned

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government authorities. In the event, the Purchaser(s) commits any acts or omissions in contravention of the above, the Purchaser(s) alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoters/ Developers in that behalf;

- (xviii) Not to demand partition of the Purchaser(s) interest in the said Property, it is expressly agreed, understood, and confirmed by the Purchaser(s) that the Purchaser(s)'s interest therein is imitable, and not to demand any sub-division of the Shop/Office/Flat or the said Property or any part thereof;
- (xix) Not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser(s);
- (xx) The Purchaser(s) agrees not to make any claim or complaint on account of any inconvenience on account of any nuisance, obstruction of air, light, noise, etc., interference or impediment being caused to the Purchaser(s) on account of phase-wise development of the Project being undertaken by Promoters/ Developers after possession of the Premises have been handed over by the Promoters/ Developers to the Purchaser(s).
- (xxi) Not to violate and to abide by all rules and regulations framed by the Promoters/ Developers/ its designated Project Management Agency or by the Society, for the purpose of maintenance and upkeep of the Building/ Project;
- (xxii) Upon the Promoters/ Developers terminating this Agreement, the Purchaser(s)/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever in respect of the Premises or any part thereof and/or the Project and/or against the Promoters/ Developers and the Promoters/ Developers shall be entitled to deal with and dispose off the Premises to any other person/s as it deems fit without any further act or consent of the Purchaser(s)/s;
- (xxiii) To co-operate and render all assistance and facilities to the Co-Promoters/ Developers and to do and perform all acts, deeds, things, and matters, as may be required by the Promoters/ Developers 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 Promoters/ Developers, within fifteen (15) days from receipt of intimation by the Promoters/ Developers in respect thereof and to attend the Promoters/ Developers 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 Promoters/ Developers 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 Promoters/ Developers in its sole and unfettered discretion, including as mentioned in this Agreement; and

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(xxiv) Grant to the Promoters/ Developers, all the facilities, assistance, and co-operation as the Promoters/ Developers may reasonably require from time to time even after the Promoters/ Developers have offered possession of the Premises to the Purchaser(s), so as to enable the Promoters/ Developers to complete the scheme of development of the Project.

(xxv) The Flat Purchaser(s) shall not carry out any structural changes, alterations, or modifications without the prior written consent of the Promoters/ developers/ Society, and the Concerned Authority. In the event, that if the Flat Purchaser(s) carries out any modification or alterations, or changes in the said Flat without the prior written consent/ permission/ NOC of the Promoters/ Developers, Society, and the Concerned Authority then the Flat Purchaser(s) shall rectify/restore the same to its original positions/ as per approved plan/ all the default/defects, changes, alterations, modifications within 15 (fifteen) days of the notice issued in writing by the Promoters/ Developers to the Flat Purchaser(s) at his/her/ their own cost. Further in the event if the Flat Purchaser (s) fails to rectify the defaults/defects within the said notice period then in such event this Agreement shall stand terminated and the Flat Purchaser(s) shall be held liable and responsible for the consequences of such defect/default or breach of the terms and conditions as stated in this agreement. On termination of this Agreement, the Purchaser(s) shall have no right, title, interest, claim, demand, or dispute of any nature whatsoever either against the Promoters/ Developers or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser(s) till such termination after deducting therefrom (i) any interest on delayed payments, (ii) brokerage paid by the Promoters/ Developers at actuals towards the sale of the Shop/Office/Flat, and (iii) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Purchaser(s) (collectively referred to as the "**Recovery Amounts**"). In the event, the Promoters/ Developers are unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoters/ Developers shall be entitled to recover such shortfall separately from the Purchaser(s) as an independent claim. Furthermore, the purchaser(s) have all right to initiate a necessary proceeding for the recovery of the proceeding.

(xxvi) The purchaser(s) along with other purchasers (s) of the premises shall not change the name of the project in name/ building name "**SHRADDHA PRIVA**" in any conditions.

17. **OUTGOINGS:** -

17.1 Commencing seven (07) days after notice in writing is given by the Promoters/ Developers to the Purchaser(s) to take possession of the Premises, irrespective of whether possession is taken or not, the Purchaser(s) shall be liable to pay the proportionate share of

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the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station, and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building. Until the management of the building is handed over to the Society, the Purchaser(s) shall pay to the Promoters/ Developers such proportionate share of the outgoings as may be determined by the Promoters/ Developers. In addition to the aforesaid, the Purchaser(s) shall also be liable to pay proportionate charges towards such infrastructure and Common Amenities of the Project as and when they are available for the use of the Purchaser(s). Until the management of the Project is handed over to the Society, the Purchaser(s) shall pay to the Promoters/ Developers such proportionate share of the outgoings as may be determined by the Promoters/ Developers.

- 17.2 The Purchaser(s) shall within seven (07) days of such demand being made by the Promoters/ Developers pay such amounts as more particularly set out in clause No.7.13, hereto annexed, over and above the Total Consideration. The amounts payable under No.7.13, are collected towards the maintenance and upkeep of the (i) Building; and (ii) Common Amenities and other infrastructure in the Project, in advance. The amount so paid shall not carry any interest and remain with the Promoters/ Developers until the management is handed over to the Society.
- 17.3 The purposes and the corresponding amounts as mentioned in No.7.13, is as per the present estimates and are subject to modification by the Promoters/ Developers and shall not carry interest. In the event, the amounts collected towards advance maintenance charges are exhausted, then the Purchaser(s) shall pay the shortfall amount to the Promoters/ Developers, on demand by the Promoters/ Developers without any delay or demur.
- 17.4 The Purchaser(s) shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Promoters/ Developers within seven (07) days from the date of demand by the Promoters/ Developers.
- 17.5 It is agreed that the Promoters/ Developers are not liable to render any accounts in respect of any amounts collected under the head Contribution to the Purchaser(s) and the Promoters/ Developers shall hand over the consolidated deposits or balance thereof, if any, to the Society as aforesaid at the time of the conveyance/transfer. In the event of any additional amount becoming payable, the Purchaser(s) shall forthwith on demand pay

Developer	Purchaser/s

and deposit the difference to the Promoters/ Developers. The aforesaid amount/deposit shall not carry any interest.

- 17.6 The Promoters/ Developers shall be entitled to utilise the corpus fund/ advance maintenance charges or adjust the same, for payment of maintenance, taxes, outgoings, etc. in respect of the Project as also utilise the corpus fund for adjustments against any outstanding amounts due from the Purchaser(s) to the Promoters/ Developers. Similarly, if the corpus fund shall fall deficient and there is a surplus under any other head, the Promoters/ Developers shall be entitled to adjust such deficiency against such surplus. In case there shall be a deficit in the corpus fund, the Purchaser(s) shall forthwith on demand pay to the Promoters/ Developers its proportionate share to make up such deficit. The payment of the corpus fund shall not entitle the Purchaser(s) to default in the payment of maintenance, taxes, outgoings, etc.
- 17.7 Subject to what is stated hereinabove, the Promoters/ Developers shall maintain a separate account in respect of sums received by the Promoters/ Developers from the Purchaser(s) as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.

18. INTEREST:

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

19. CANCELLATION:

- 19.1 In the event, the Purchaser(s) expresses its/his/her desire to cancel the reservation/allotment of the Shop/Office/Flat for any reasons whatsoever then the Promoters/Developers shall be entitled to forfeit/deduct the recovery amounts from the Total Consideration paid by the Purchaser(s) till such cancellation and consequently other provisions of the termination, as set out in Clause 11 herein, shall consequently concomitantly follow including the execution of the Deed of Cancellation and handover of originals of all the documents in respect of the Shop/Office/Flat to the Promoters/ Developers.
- 19.2 It is hereby clarified that forfeiture of the amounts as aforesaid are without prejudice to the other rights available to the Promoters/ Developers including the entitlement to levy such interest rate as prescribed under the Act.

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19.3 Upon such cancellation/termination of this Agreement, the Purchaser(s)'s right to the Premises shall forthwith cease to exist and the Promoters/ Developers shall be entitled to re-allot/sell the same in favour of any third party at its discretion.

19.4 The Purchaser(s) further agrees that receipt of the aforementioned refund by way of Cheque, if any, by hand delivery/registered post acknowledgment due at the address/encashed by the Purchaser(s) or not, will be considered as the payment made by the Promoters/ Developers towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser(s) shall not take or make any objection, contention, obstruction, claim, or any proceeding in respect of the Promoters/ Developers re-selling/re-allotting the Premises to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser(s) shall not be entitled to claim any right, title, or benefit of any nature whatsoever in respect of the Premises or any part thereof.

19.5 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in the law of the said Flat or any part thereof. The Purchaser(s)/s shall have no claim save and expect in respect of the Shop/Offices/Flat hereby agreed to be sold to him/her/them and all Open Spaces, Parking Spaces, Lobbies, Staircase, Terrace, Recreation Spaces, amenities, will remain the property of the Promoters/ Developers/belong to the Promoters/ Developers/ in control of Promoters/Developers until the same transfer/handed over to the society as herein before mentioned.

20. PLACE TO EXECUTION, STAMP DUTY, AND REGISTRATION: -

20.1 The execution of this agreement shall be complete only upon its execution by the Promoters/ Developers through its authorized signatory at the Promoters/ Developers office or some other place which may be mutually agreed between the Promoters/ Developers and the Purchaser(s), in after the agreement is duly executed by the Purchaser(s) and the Promoters/Developers or simultaneously with the execution the said agreement shall be registered at the office of the sub-registrar.

20.2 The Purchaser(s) and/or Promoters/ Developers shall present this agreement at the proper registration office for registration within the time limit prescribed by the Registration Act 1908 and the Promoters/ Developers will attend such office and admit execution thereof.

20.3 The stamp duty and the registration charges of and incidental to this Agreement and or any other transfer documents shall be

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borne and paid by the Purchaser(s). The Purchaser(s) shall at his/her/their cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice on this regard, the Promoters/ Developers shall attend such office and admit the execution thereof.

21. The purchaser/s agree/s that in case the purchaser/s is/are an NRI/s or Non Resident/Foreign National/s of Indian Origin/ Foreign National/s / Foreign Company or Non-Resident, then in that event the purchaser/s shall be solely responsible for complying with the necessary formalities as laid down in the foreign exchange Management Act, Reserve Bank Of India and Rules/guidelines made/issued thereunder and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable property in India. In case of any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the purchaser/s while remitting any amounts online or account of currency difference or fluctuation and/or transaction charges levied by the bank/authorized dealer, the purchaser/s make good the shortfall payments by the due dates as any delay beyond the due date shall accrue interest and other consequences as specified herein.

22. NOTICES: -

22.1. That all the notices to be served on the Purchaser(s) and the Promoters/ Developers by this agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoters/ Developers by the Registered Post AD and notified email id /under certificate of posting at their respective addresses specified below;

NAME : _____

Address of Purchaser(s)- _____

Email ID of Purchaser(s)- _____

Mobile number of Purchaser(s):- _____

Name of Developers: - M/S. SHREE MANGESH CONSTRUCTIONS.

Address of Developers: - Gr. Floor and First Floor, Manisha Heights Commercial, Complex, Back Side Manisha Heights, Bal Rajeshwar Road, Vaishali Nagar, Mulund West, Mumbai-400080.

Email ID of Developers: - postsales@shraddhalandmark.com

It shall be the duty of the Purchaser(s) and the Promoters/ Developers to inform each other of any change in the 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

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address shall be deemed to have been received by the Promoters/ Developers or the Purchaser(s) as the case may be.

22.2. That in the case there are joint Purchaser(s) a communication shall be sent by the Promoters/ Developers to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

23. NOMINEE: -

23.1 The Purchaser(s) hereby nominates _____ ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Purchaser(s), the nominee shall assume all the obligations of the Purchaser(s) under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser(s) shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoters/ Developers shall only recognize the Nominee, or the nominee substituted by the Purchaser(s) (if a such substitution has been intimated to the Promoters/ Developers in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Purchaser(s).

23.2 The heirs and legal representatives of the Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the Nominee.

24. FORMATION OF SOCIETY: -

24.1. The developers shall form a co-operative housing society in respect of the building under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contend in RERA (hereinafter referred to "**The Society**").

24.2. The Purchaser/s and Purchasers of the other premises, and the old tenant to whom the developers allotted the Flat/Office/Shop by executing PAAA in the said building shall join in the formation and the registration of the society and for this purpose also from time to time sign and execute the application for registration and/or membership and all necessary applications, memorandum, letters, documents, and other papers and writings for the purpose of formation and registration of the society including bye-laws of the society and duly fill in, sign, and return to the developers within 7 (SEVEN) days of the same being forwarded by the developers to the purchaser/s, so as to enable the developers to register the society. No objection shall be taken

Developer	Purchaser/s

by the purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the registrar of co-operative societies or any other competent authorities.

24.3. The society shall function as per the rules and regulations bye-laws of the society. All the developments potential of the said land including the existing and the future FSI and/or TDR to arise in any manner whatsoever shall always stand, vested in the developers till the execution of the transferred documents of the said land in the favour of the society.

25. FINAL TRANSFER DOCUMENTS: -

25.1. The developers after receipt of the entire consideration and all other amounts due and/or payable by the purchasers of all the premises in the building transfer to the society the structure of the building and land by executing the necessary deeds of conveyance in the favour of the society and such conveyance shall be keeping with the terms and the provisions of this agreement.

25.2. The advocate of the developers shall prepare and provide the deed of conveyance to be executed in the favour of the society. All the costs, charges including stamp duty, registration charges, and other necessary expense in connection with the preparation and execution of the aforesaid DEED OF CONVEYANCE shall be born and paid by all the purchasers of the various premises and the tenant to whom the developer allotted premises by way of PAAA in the building and/or in the society.

25.3. Nothing contained in this agreement is intended to be or shall be construed as a grant, demise, or assignment in the law of the premises or of the said land or any part thereof or of the said building or any part thereof.

26. ENTIRE AGREEMENT:-

This Agreement along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, allotment letter, correspondences, arrangements whether written or oral if any, between the parties in regard to the said Flat/building as the case may be.

27. RIGHT TO AMEND:

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTE/SUBSEQUENT PURCHASER(S):

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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 Purchaser(s) of the [Flat], in case of a transfer, as the said obligations go along with [Flat] for all intents and purposes.

29. SEVERABILITY: -

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

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this agreement it is stipulated that the Purchaser(s) has to make any payment, in common with Purchaser(s)(s) in the project the same shall be in proportion to the carpet area of the said shop/office/ flat to the total carpet area of all the said shop/office/ flat in the project.

31. BINDING EFFECTS: -

Forwarding this agreement to the Purchaser(s) by the Promoters/ Developers does not create a binding obligation on the part of the Promoters/ Developers or the Purchaser(s) until first the Purchaser(s) signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoters/ Developers. If the Purchaser(s)(s) fails to execute and deliver to the Promoters/ Developers this agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the sub-registrar for its registration as and when intimated by the Promoters/ Developers then the Promoters/ Developers shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified with 15 (fifteen) days from the date of its receipt by the allottee, application of the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.

32. The members and the society have no objection if developers shall avails/obtain finance/loan upon the said project/ construction of the said new building to be constructed upon the said property from the Bank/ NBFC/ financial institution. Furthermore, the developers shall not take

Developer	Purchaser/s

any loan upon the said new premises allotted to the members of the society.

33. INDEMNIFICATION BY THE PURCHASER(S):

The Purchaser(s) shall indemnify and keep indemnified the Promoters/ Developers harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters/ Developers directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters/ Developers under this Agreement, (b) any breach and/or default by the Purchaser(s) in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser(s) or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control, and (d) Purchaser(s)'s non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

34. GENERAL PROVISIONS:

- 34.1. 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 Promoters/ Developers, any agent, employee or representative of the Promoters/ Developers or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser(s) or made available for the Purchaser(s)'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 Premises between the Parties hereto.
- 34.2. It is hereby agreed that it shall be the obligation of the Promoters/ Developers to comply with and fulfil all the obligations, commitments, and terms as they may have agreed with their respective Purchaser(s), save and except as set out herein.
- 34.3. 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.
- 34.4. Any delay, tolerated or indulgence shown by the Promoters/ Developers in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser(s) by the Promoters/ Developers shall not be

Developer	Purchaser/s

construed as a waiver on the part of the Promoters/ Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Promoters/ Developers, as the case may be.

34.5. If there is more than one Purchaser(s) named in this Agreement, all obligations hereunder of such Purchaser(s) shall be joint and several.

34.6. All taxes, charges, levies, past, present, or future including but not limited to GST or any other impositions, interest, penalties, surcharges, or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the consideration and other amounts payable by the Purchaser(s) to the Promoters/ Developers, or (iv) otherwise shall be to the account of the Purchaser(s) alone and the Promoters/ Developers shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions, etc. shall be payable by the Purchaser(s) over and above the consideration of the **Shop/Office/Flat**, and the Promoters/ Developers decision as regards the quantum of the same shall be final and binding on the Purchaser(s).

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

NAME OF THE PARTY	PAN DETAILS
M/S. SHREE MANGESH CONSTRUCTIONS	ACCFS7143L

35. DISPUTE RESOLUTION AND GOVERNING LAW:

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

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

35.3 That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the law of India for the time being in force and the competent courts of Mumbai Jurisdiction for this agreement.

Developer	Purchaser/s

36. **CONFIDENTIALITY:**

36.1 The Purchaser(s) hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoters/ Developers. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Shop/Office/Flat and is legally binding on the Purchaser(s) and shall always be in full force and effect.

36.2 The Purchaser(s) shall not make any public announcement regarding this Agreement without prior consent of the Promoters/ Developers.

36.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if: -

- i. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- ii. such disclosure is required in connection with any litigation; or
- iii. such information has entered the public domain other than by a breach of the Agreement.
- iv. That all notices to be served on the Purchaser(s)/s and the Promoters/ Developers as contemplate by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s)/s or the Promoters/ Developers by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement.
- v. It shall be the duty of the Purchaser(s)/s and the Promoters/ Developers 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 Promoters/ Developers or the Purchaser(s)/s, as the case may be.

Developer	Purchaser/s

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

ALL those pieces or parcels of land bearing C.T.S. No.791 and 791/1, Survey No.1000 and Plot No. 553, admeasuring 2000.43 square yards i.e., 1672.60 square meters, together with two chawls and one structure known as '**JANAKI NIKETAN**' each of ground and two upper floors and two garages standing thereon situated at Dr. R.P. Road, Mulund West, Mumbai 400080, lying and being at Village-Mulund, Taluka-Kurla, Mumbai Suburban District and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban comes under municipal jurisdiction of T Ward and bounded as follows.

On or towards East by : **By Building Govind Ashram**

On or towards West by : **By Jay Laxmi Niwas.**

On or towards North by : **By Dr. R P Road.**

On or towards South by : **By Post Office.**

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Shop/Office/Flat

ALL THAT RESIDENTIAL PREMISES being **FLAT No._____**, on _____ **Floor**, in building "**SHRADDAH PRIVA**" admeasuring _____ **square meters** (carpet area) (as per presently applicable development norms) and _____ **square Feet** carpet area (as per RERA) of the building known as "**SHRADDAH PRIVA**" to be constructed on the property i.e. C.T.S. No.791 and 791/1 Survey No.1000 and Plot No. 553, admeasuring 2000.43 square yards i.e., 1672.60 square meters, together with two chawls and one structure known as '**JANAKI NIKETAN**' each of

Developer	Purchaser/s

ground and two upper floors and two garages standing thereon situated at Dr. R.P. Road, Mulund West, Mumbai 400080, lying and being at Village-Mulund, Taluka-Kurla, Mumbai Suburban District and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban comes under municipal jurisdiction of T Ward more particularly described in the FIRST schedule hereinabove, and the said Shop/Office/Flat /premises is shown on sketch annexed hereto and marked as **ANNEXURE.**

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of the common area facilities in the Real Estate Project)

The nature, extent, and description of the "**Common areas and facilities**" and of the Limited Common Areas and Facilities" shall be as under:

- (a) Common Areas and Facilities: Entrance lobby and foyer of the Building to the Purchasers of **shop/ office/Flat.**
 - i) Compound of the Building, i.e., the open space area appurtenant to the built-up area of the building;
 - ii) space in the compound irrevocably reserved and allotted/ to be allotted to the 2. respective Flat Purchaser.
 - iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Purchasers.
 - iv) Stair cases only as a means of ingress and egress to the respective **Shop/Office/Flat**, Amon Area and Facilities;
 - v) Staircase landing and passage on each floor shall be for common user of only Flat Purchasers on the particular floor.

Developer	Purchaser/s

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications and Amenities)

TILING

- Vitrified Flooring in Living Room
- Anti-skid tiles in bathrooms
- Decorative chequered tiling in compound

TOILET

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

DOORS & WINDOWS

- Stylish doors in every room with elegant handles & locks
- Sliding windows

WALLS & PAINTS

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls.
- External Acrylic Paint

ELECTRIFICATION

- Provision for Telephone, TV & Internet Connection in all rooms Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

SECURITY

Developer	Purchaser/s

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, the day and year first hereinabove written

SIGNED AND DELIVERED BY THE
WITHIN NAMED DEVELOPERS
M/S.SHREE MANGESH CONSTRUCTIONS
[Pan No.ACCFS7143L]
Authorised Signatory
MR. AJAY MADHUKAR NAYAK
In the presence of

<i>Photograph</i>	<i>Left Hand Thumb Imp.</i>
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1.
2.

SIGNED AND DELIVERED BY THE
WITHIN NAMED **“PURCHASER(S)”**

In the presence of

<i>Photograph</i>	<i>Left Hand Thumb Imp.</i>
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1.
2.

Developer	Purchaser/s

R E C E I P T
(Payment Details)

RECEIVED of and from within named, the **Rs. _____/- (RUPEES
ONLY)** , being the Earnest money/part
consideration amount mentioned in respect of the premises mentioned in
the first schedule of this Agreement.

SR. NO	CHEQUE DATE	CHEQUE NO	BANK NAME	AMOUNT

WE SAY RECEIVED
For, M/S.SHREE MANGESH CONSTRUCTIONS LTD.

Authorised Signatory

Witnesses:-

1.

2.

Developer	Purchaser/s