

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai on this _____ day of _____, in the Christian Year Two Thousand Twenty-Two **BETWEEN REAL INFRASTRUCTURE COMPANY**, a Partnership Firm registered under the provisions of the Indian Partnership Act 1932, having its Office at 101, Real Tech Park, Plot No. 39/2, Sector 30A Vashi Navi Mumbai, 400703, through its authorized Partner **SHRI. KESHAVJI DHAMJI MINAT**, hereinafter referred to as “hereinafter referred to as ‘**the PROMOTERS/DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Firm, survivor or survivors of them, the heirs, executors and administrators of the last surviving Partner and assigns) of the **ONE PART: AND**

(1) _____ **and**

(2) _____, an adult/both adults, of Mumbai, Indian Inhabitant/s, presently residing at _____, Mumbai - _____, hereinafter referred to as “**the PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART:**

(The Promoters and the Purchaser/s unless otherwise expressly described are for brevity’s sake referred as “**the Parties**”)

WHEREAS-I:

- a. By a Deed of Lease dated 26th October 1988, lodged for registration with the Sub-Registrar of Assurances at Bandra/Mumbai under Receipt No. PB/8322/8323 dated 04/11/1988 read with Deed of Rectification dated 18th November 1997, registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR 3-3284-1997, Maharashtra Housing And Area Development Authority (for short “**MHADA**”) demised by way of Lease in favour of the Tilak Siddheshwar Co-operative Housing Society Limited, a Co-operative Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSR/7558 of 1981, having its Office at Building No.37, Tilak Nagar, Chembur, Mumbai - 400 089 (for short “**the Society**”), all that piece and parcel of land underneath and appurtenant to

Building No.37 admeasuring 1318.63 sq.mtrs Tilak Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District more particularly described in the **First Schedule** hereunder written (for brevity's sake hereinafter referred to as "the **said Plot**") for a period of 99 years commencing from 1st day of April, 1980 at or for the lease rent and subject to the terms, conditions and covenants contained on the part of the Society thereunder;

- b. By a Sale Deed executed on 20th October 1988, lodge for registration with the Sub-Registrar of Assurances at Mumbai/Bandra under Receipt No.PB8324/8225 dated 04/11/1988 read with Deed of Rectification executed on 18th November 1987, registered with the Sub-Registrar of Assurances at Kurla under Serial No.BDR 3/3244/1997, the MHADA did for the consideration mentioned therein sell, transfer, convey, assign and assure on ownership basis unto and in favour of the Society Building No.37 then existed on the said Plot consisted of Ground + 2 (two) Upper Floors having common WCs on South and North side of each stair case comprising of 36 (thirty six) rooms/tenements/flats having an aggregate area of 10,800 sq.ft. (carpet area) more particularly described in the Schedule thereunder written (for short "**the then existing building**") constructed on the said Plot on the terms and conditions recorded therein;
- c. By virtue of the aforesaid documents, the Society is absolutely seized and possessed of and/or well and sufficiently entitled to and the Lessee of the said Plot and was the Owner of the then existing building occupied by its 36 (thirty six) Members, being the Members of the Society (which includes their respective predecessor-in-title);

WHEREAS – II:

- a. By a Development Agreement dated 22nd January 2002, executed between the Society had authorized the Global Home to procure and utilize FSI to the maximum limit of 19270 sq.ft. and in consideration of Global Home having agreed to allot and provide extra an additional area of 120 sq.ft. (carpet area) duly constructed to each of the Members of the Society; at or for the consideration and on the terms and conditions recorded therein and **that the said Global Home after having obtained initial requisite permissions, approvals/sanctions had commenced construction which was subsequently abandoned;**

- b. Due to certain disputes and differences including breach of terms of the said Agreement, the said Global Home initiated Arbitration proceedings by filing Arbitration Petition No.418 of 2007 before the Hon'ble High Court of Judicature at Bombay and by consent the Hon'ble Mr. Justice M.S. Rane (Retired) was appointed as the Sole Arbitrator to adjudicate the claims of the said Global Home, however, finally the subject matter of the disputes came to be amicably resolved in terms of the Consent Terms dated 23rd August, 2018 on which an Award dated 23rd August, 2018 came to be passed;

WHEREAS –III:

- a. By a Development Agreement dated 5th September 2007, registered with the Sub-Registrar of Assurances at Kurla under Serial No.BDR -13/06939/2007 read with Power of Attorney registered with the Sub-Registrar of Assurances at Kurla under Serial No.BDR 13-06940-2007, the Society had appointed M/s. Srushti Raj Enterprises (India) Limited (for brevity's sake hereinafter referred to as "**Srushti Raj**") and granted development right in respect of the said property; at or for the consideration and on the terms and conditions recorded therein, subsequently, by a Supplementary Agreement dated 19th September, 2007 notarized on 14th November 2007, the Society and the said Srushti Raj recorded further terms as recorded therein and as contemplated therein;
- b. Disputes and differences arose between the Society and the said Srushti Raj with regard to compliance/non-compliance of the terms under the said Development Agreement read with Supplementary Agreement, consequent upon which the said Srushti Raj filed Arbitration Petition (Arbitration Petition (L) No.918 of 2018) under Section 9 of the Arbitration And Conciliation Act, 1996 (for short "**the said Act**") against the Society in the Hon'ble High Court of Judicature at Bombay for the reliefs prayed for therein. and by an Order dated 29th August, 2018 an Arbitral Tribunal came to be constituted so as to adjudicate the dispute between the parties thereto and accordingly the Arbitrator so appointed as the Sole Arbitrator, after giving opportunity of being heard, an Application under Section 17 of the said Act came to be disposed of by an Order dated 20th April, 2019 by which the Learned Arbitrator, inter alia, held that no case was made out for grant of any interim measure or protection and thereby the said Application came to be rejected;
- c. Subsequently, as part of understanding with the Society, the Promoters/Developers herein settled the purported claim of the said

Srushti Raj as confirmed in monetary terms which came to be recorded in memorandum of understanding dated

WHEREAS -IV:

- a. Considering the dilapidated condition of the then existing building, the Society by a Memorandum of Understanding (for short “the **said MOU**”) executed on 14th July, 2020 had agreed to appoint Ellora Divine Infrastructure LLP (for short “the **said Ellora Divine**”) as a Developer and agreed to entrust the development of the said property, subject to the terms and conditions recorded therein, however, the said Ellora Divine (in which Nitin Patel, Proprietor of the said M/s. Global Home was found to be one of the Partners) did not take any step in compliance of its obligations being “Condition Precedents”, consequently, the Society after having passed Resolution in its Special General Body Meeting held on 13th December, 2020 has terminated, revoked, rescinded and cancelled the said MOU and by its letter dated 15th May, 2021 conveyed the same to the said Ellora Divine which is unchallenged;

WHEREAS -V

- a. By Development Agreement dated 17th September 2021, registered with the Sub-Registrar of Assurance at Kurla under Serial No. KRL 1/14437/2021 (for short “the **Agreement**”), the Promoters/Developers have been granted development right by the Society to develop the said property/Plot by use, utilization and consumption of the Maximum Development Potential available as per D.C. Regulations including Regulation 33(5) (b) of DCPR 2034 as also under the provisions of MHADA Act, and modification, circulations etc. from time to time therein so as to enable the Society to allot, provide and distribute to the Existing Members, the Members’ New Premises and Members’ Car Parking Spaces, subject to what is contemplated in the said Consent Terms dated 23rd August, 2018 whereby the Society having agreed to keep 14950 sq.ft. area reserved for the said Global Home and to make available to have all other premises/Flats commercial premises/unit/ shops car parking etc. to the Promoters/Developers and by use of the base land FSI, pro-rata FSI, VP quota FSI, FSI of Tit Bit area, additional buildable area, Fungible FSI and of TDR FSI free of cost the development potentiality in the form of TDR FSI, Fungible FSI/ Compensatory area Road setback FSI, Premium FSI etc. available in respect of the said Plot for the consideration and on the terms and conditions recorded therein;

- b. The Society has also authorized the Promoters/Developers to do and perform various acts, deeds, things and matters for the purpose of development of the plot as recorded in Power of Attorney registered with the Sub-Registrar of Assurance at Kurla under Serial No. KRL 1/14438/2021.
- c. The Promoters/Developers have appointed M/s. Archo consultants, having its their office at ground floor room no. 2, A wing bldg. no. 4 tilak nagar chembur west Mumbai 400089, registered with the Counsel of Architects as Architect (taken from Agreement for Sale) and M/s. Associates Structural Engineers LLP, having address at Opal square opposite raila devi lake, S.G Barve road, wagle estate thane west, Thane 400604 as RCC Consultant for preparation of structural designs, drawings and to apply for and obtain requisite permissions, sanctions, certificates, etc. and the Promoters/Developers have accepted and approved the supervision of the said Architect and Consultant till the completion of the Project in all respect unless otherwise agreed upon. The said appointments are as per Rules prescribed by the Counsel of Engineers;
- d. On necessary application/proposal being submitted for utilization of additional BUA under DCPR 2034 Clause 33(5) the competent authority of MHADA by its Communication/Offer Letter dated 18th August, 2021 bearing reference No. CO/MB/REE/NOC/F-328/984/2021 considered the proposal and granted approval for allotment of 5694.21 sq.mtr. (5,494.21 sq.mtr. for residential use + 200.00 sq.mtr. for commercial use) (i.e. 2,528.93 sq.mtr. in the form of additional BUA + 1,800.00 sq.mtr. Pro-rata BUA + 1,365.28 sq. mtr. 10% Hon. VP/A Quota) to be utilized on sub-divided plot admeasuring 1669 sq.mtr. (i.e. 1,318.63 sq.mtr. as per Lease Area + 350.37 sq.mtr. additional land so allotted) in respect of which the development potentiality as existing BUA admeasuring 1,069.56 sq.mtr. + 1,408.51 sq.mtr. has also been permitted and accordingly the Society/Developers have been permitted total built up area BUA area of 8172.28 sq.mtr. (exclusive of utilization of fungible FSI as may be granted/permitted for redevelopment of the property).
- e. The said plot admeasuring 1318.63 sq.mtr. and additional tit-bit land 350.37 sq.mt. total aggregate area 1669 sq. mt. bearing C.T.S. Nos. 32, 32 (16 to 27), in more particularly described in the **Second Schedule** hereunder written (for short “the **said Property**”).
- f. Accordingly the Developers are entitled and authorized to use, utilize and consume the entire development potentiality of 8172.28

sq.mtr. along with the fungible FSI as may be permitted with payment of premium as may be approved by the consent planning/development authority of MHADA for construction of Buildings with two Wings;

- g. As contemplated in the Development Agreement and in discharge of the obligation of the Society to provide 14950 sq.ft. (carpet area as defined under RERA) to Bipin Patel, Sole Proprietor of Global Home, after having due discussions, the Developers with the confirmation and consent of Society and the said Bipin Patel have earmarked and identified the said area in the form of residential premises, a particulars of which are set out in **ANNEXURE “ A”** hereto as recorded in the letter dated 31st January 2022 addressed by the Promoters to the society who in its terms by its letter dated 1st February 2022 conveyed to the said Bipin Patel;
- h. As contemplated in the said Development Agreement the Developers have also earmarked and identified the new premises to be provided to the members of the society a particular of which are set out in **ANNEXURE “ B ”**hereto;

WHEREAS –VI:

- a. By their Report on Title dated 27th September 2022M/s. Pramodkumar & Co. Advocates for the Developers have certified the right of the Developers for development as envisaged under the said Agreement. Hereto annexed and marked **ANNEXURES “ C ” to “ ”**are the copy of the said Report on Title, PR Card, NOC letter of allotment of additional benefit granted by the MHADA, I.O.D. and the Commencement Certificate for construction of Tilak Siddheshwar Co Op housing society Ltd CTS no. 32,32(16 to 27) village chembur Taluka kurla Mumbai suburban district.
- b. The construction of the Building presently consists of basement + Ground Floor Part for Commercial + Part parking +16 Upper Floors with provisions of additional floors, if so permitted/sanctioned, comprising of commercial on the ground (Part Floor) and residential premises on the upper floor agreed to be provided to the existing Members of the Society, as also premises to be provided to the said BipinPatel/Global Home , Srushti raj enterprises india ltd. and Free Sale Component i.e. Free Sale premises and parking space which the Developers are entitled to deal with, dispose of and allot the

premises and the parking space therein in the manner they deem fit and proper.

- c. The terms, conditions, stipulations and restrictions, if any, laid down or which may be laid down by the Local Authorities including MHADA or any other public bodies in respect of the development by construction of Building with Wings will be observed and performed by the Developers while constructing the said Building which are based upon due performance and observance and the Occupation Certificate in respect thereof which is to be granted by the Concerned Local Authorities/MHADA;
- d. The Purchaser has demanded from the Developers and the Developers have given to the Purchaser inspection of all the documents relating to the right of the Developers to carry out development and construction of the building which includes the premises/flats agreed to be allotted to the Purchaser including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as City Survey documents as are prescribed under the concerned/applicable Law including RERA/MahaRERA (hereinafter referred to as the said Act) and the Rules made there under;
- e. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser, a Flat/Commercial/Shop No. _____ admeasuring ____sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016(for short “**the Act**”) read with circular Notification, etc. issued from time to time by the Competent Authority appointed under the Act] which is inclusive of Fungible area on the _____ Floor of wing _____ of the building known as "GAMI & JAYDEEPELANZA“as shown by red colour boundary line on the typical floor plan thereof hereto annexed and marked as **ANNEXURE “ ”**(hereinafter referred to as "the **said premises**"); at or for the lumpsum price of Rs. _____/- (Rupees _____ Only), which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The percentage of the undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the premises agreed to be sold hereunder to the total area of the buildings. The nature, extent and description of the common areas

and facilities are more particularly described in **Second Schedule** hereunder written.

- f. The Purchaser hereby agrees to acquire and the Developer's hereby agreed to allot one basement/ground/stilt/ pit/mechanical/ Stack parking no._____situated at_____floor (Parking Mechanical Towerlevel) being constructed in the said building for the consideration of Rs._____/of the building known as "GAMI & JAYDEEP ELANZA", hereinafter referred to as "the said Car Parking", from and out of the Developers' Premises.
- g. The said consideration of Rs._____/ in respect of Flat and Rs._____/ in respect of the said car parking space as above aggregating to Rs._____/-(exclusive of payment of GST taxes statutory, levies by whatever name called) shall be paid by the Purchasers to the Developers within time and in the manner as provided hereinafter. The aforesaid price or part thereof may, at the specific instruction of the Developers' in that regard, have to be paid by the Flat Purchasers by way of pay order/cheque drawn in favour of the Developers. Time as to payment shall be of the essence and the Flat Purchasers shall be liable to pay interest @ 15% p.a. on all delayed payments from the due date till the date of payment thereofsubject to deduction of necessary TDS as per the provisions of Section 194 (I) (A) of the Income Tax Act (exclusive of payment of various other amounts towards deposits, charges, taxes, advance maintenance, development charges, infrastructure charges, GST, as applicable stamp duty and registration charges, etc.) and on the terms and conditions, as hereinafter appearing;
- h. The carpet area of the said Flat as mentioned above means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the Flat as defined by the Competent Authority under the RERA/MahaRERA and the Purchasers herein hereby confirm the same;
- i. The Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short "the **said Act**") and the Rules framed thereunder with the Real Estate Regulatory Authority dated_____under Registration No._____copy of which is annexed hereto and marked as **ANNEXURE " "**;

- j. Prior to execution of this Agreement the Purchasers have paid to the Developers a sum of Rs. _____/-(Rupees _____ Only) after deducting statutory deduction (TDS) as per the provisions of Section 194 (I) (A) of the Income Tax Act being the earnest money/token/ part - payment of the consideration of the said premises, agreed to be sold and allotted, by the Developers to the Purchasers (the payment and receipt whereof the Developers hereby admit and acknowledge) and Purchasers have agreed to pay to the Developers the balance of the sale price in the manner, hereinafter appearing;
- k. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement;
- l. Under Section 13 of the said Act, the Developers herein are required to execute a written Agreement for Sale of the said premises with the Purchasers, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908.
- m. The Parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing as follows;

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

1. The Developers hereby declare and confirm that what is recited hereinabove with regard to the leasehold right, title and interest of the Society in respect of the Plot, and allotment of additional plot/tit bit area and development potential, inter alia, as contemplated by them in the Development Agreement in respect of development by construction of Building with Wings and the right of the Developers for development/redevelopment for construction of Building with Wings thereof under the development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities/MHADA shall be treated as declarations/representations on their part and shall form integral part of this Agreement.
2. The Developers have commenced construction of the Building known as "GAMI & JAYDEEPELANZA" presently consists of basement + Ground Floor Part for Commercial + Part parking +16 Upper Floors with provision of additional upper floor/s as per the amended/modified sanctioned Plan so issued, granted/is being granted/modified/amended by

the Concerned Authorities including MHADA on portion of the said entire plot more particularly described in the **Second Schedule** hereunder written and the Concerned Authority of MHADA has issued Commencement Certificate dated_____being annexed as **ANNEXURE “ ”**hereto which have been seen and approved by the Purchaser, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with the policy of the Development Authority and as the Developers may consider necessary or as may be required by the Concerned Local Authority including MHADA to be made in them or any of them.

PROVIDED THAT, if necessary under the provisions of the said Act, the Developers shall obtain prior consent of the Purchaser in respect of such variations and modifications only if the same is adversely affected the Purchaser as to the said premises agreed to be allotted, and not in any other case or otherwise whatsoever.

3a. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agreed to sell and allot to the Purchaser, on Ownership basis a Premises being Flat/Shop/Commercial Unit No.____admeasuring_____sq.ft. [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016 and read with circulars clarifications issued thereunder]inclusive of Fungible area on the _____ Floor,Wing “_____” of the building known as "GAMI & JAYDEEPELANZA" (for short “the **said Flat/Shop/Commercial Unit**”) as shown in red colour line on the typical floor plan thereof annexed as **ANNEXURE “_____”**heretoand one car parking space basement Stilt/Pit/Mechanical/Stackto be identified/earmarked by the Developers at the time of handing over possession of the **Flat/Shop/Commercial Unit** (for short “the **Parking Space**”) and more particularly described in the **Third Schedule** hereunder written(thesaid Flat/ **Shop/Commercial Unit** and thesaid Car Parking Space unless otherwise expressly described, are hereinafter collectively referred to as “the **premises**”); at or for the consideration of Rs._____-/- (Rupees_____Only) (consists of a sum of Rs._____-/- for sale of the Flat and Rs._____-/- for allotment of car parking space as above) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said premises but exclusive of all Statutory Levies including of GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser shall pay the aforesaid consideration price to the Developers as follows:-

The payment of the aforesaid consideration shall be paid by the Purchaser/
Allottee to the Promoters as follows:-

Sr. No.	%	Payment Schedule
1.	10%	Paid as advance/booking amount on or before execution of these presents.
2.	20%	Within 7 (seven) days of completion of basement Footing
3.	15%	Within 7 (seven) days of completion of plinth.
4.	3%	Within 7 (seven) days of completion of 1 st habitable slab.
5.	3%	Within 7 (seven) days of 3 rd habitable Slab
6.	3%	Within 7 (seven) days of 5 th habitable Slab
7.	3%	Within 7 (seven) days of 7 th habitable Slab
8.	3%	Within 7 (seven) days of 9 th habitable Slab
9.	3%	Within 7 (seven) days of 11 th habitable Slab
10.	3%	Within 7 (seven) days of 13 th habitable Slab
11.	3%	Within 7 (seven) days of 16 th habitable Slab
12.	1%	Within 7 (seven) days of completion of terrace Slab
13.	5%	Within 7 (seven) days of completion of internal walls
14.	5%	Within 7 (seven) days of completion of Internal plaster
15.	5%	Within 7 (seven) days of completion of external plaster
16.	4%	Within 7 (seven) days of completion of internal floor
17.	3%	Within 7 (seven) days of completion of external painting work
18.	3%	Within 7 (seven) days of completion of internal painting work
19.	5%	Within 7 (seven) days on possession.
	100%	

In the event, if the Promoters while carrying construction of the upper slabs, have commenced and completed the work as mentioned at serial No. 13 to 18 or any one or more of them, then in such event, the Purchaser shall be required to pay the amount of consideration mentioned at the said serial no. 13 to 18.

3b. As informed to the Promoters since the Purchasers have agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant –in-Common.

- 1) Purchaser No.1____%,
- 2) Purchaser No.2____%

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.

3c. The Purchaser upload/file Form No. GST R–I /Form GST, Annex-1 within due date prescribed in GST Law/Rule to enable the Developers to accept and avail the input tax credit if so available/permissible. If, the Developers unable to get the input tax credit of GST due to delay for non-filing of the prescribed form or non-payment of such GST amount to the

Government within the prescribed period, the Developers shall have right to recover the amount of Laws of such input tax credit from the Purchaser. The Developers shall not be responsible for any tax penalty or interest demanded by the authority for delayed payment or non-payment of GST amount, provided if the Purchaser having timely paid such payment to the Developers otherwise the Purchaser alone shall be liable or responsible for delay in payment and reimburse the same to the Developers. Notwithstanding anything contained herein above and/or termination of these presents, if at any time any Court or authority hold that GST is not applicable for any period then the Developers shall claim refund of GST amount from the Government by submitting appropriate document and shall forthwith upon receipt of such refund of GST or any part thereof, repay to the Purchaser such amount so received.

3d. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions of Section 194 (I)(A) of the Income Tax Act and on such deduction the Purchasers shall issue necessary Certificate of Deduction to enable the Developers to submit the same before the said Concerned authorities so as to get due adjustment thereof. In the event the Purchaser does not issue and submit such certificate of deduction, the Purchaser shall be bound and liable to pay to the Developers such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

4a. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies/MCGM/MHADA/Government (State or Central) from time to time. The Developers undertake and agree that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed and/or to be imposed, levied and demanded by the Competent Authorities, etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

4b. The Developers may allow, in its sole discretion, a rebate for early payments payable by the Purchaser by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser

by the Developers.

4c. It is expressly agreed and understood that if the Developers carry out and complete the works of construction of brick walls, flooring, etc. as contemplated at Items () to (___) setout in the Schedule of payment in respect of the said Premises agreed to be sold/allotted to the Purchaser under these presents, while construction of other slabs and other work is being in process, the Purchasers immediately on requiring by the Developers, shall pay the amount of installments under Items () to (_____) or such of them as set out in Schedule of payment depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

5. The Parties hereto hereby agree that the final carpet area of the said flat as has been allotted to the Purchaser shall be ascertained after the construction of Building with Wings is completed and the Occupancy Certificate on being granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent, and the Total price payable for the carpet area of the flat shall be recalculated. If there is any reduction in the carpet area of the Premises within the defined limit then Developers shall refund the excess money paid by Purchaser within 30 (thirty) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Premises allotted to Purchaser, the Developers shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet/square meter as agreed in Clause (3a_) of this Agreement.

6a. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued

by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6b. The Developers accept no responsibility in this regard. The Purchaser shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities, if any, under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Developers shall be issuing the payment receipts only in favour of the Purchaser only.

6c. The Purchaser authorize the Developers to adjust/appropriate all payments made by him/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developers may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developers to adjust their payments in any manner.

7a. In the event, the Purchaser being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises under these presents, the Purchaser shall be entitled to do so only after obtaining previous written consent from the Developers and only after their having complied with, fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Developers do not give guarantee to such finance or housing loan and the Purchaser shall apply for and obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

7b. It is further agreed and understood that in the event of the Purchaser having obtained sanction of housing finance, Purchaser shall inform in writing to the Developers of having their obtained sanction of such finance and confirm that the bankers/ financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developers alone. Such disbursement/payment shall be made by the bankers/financial institution by

Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT directly in the name of the Developers and shall be informed to/handed over personally to the Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Developers as having received such housing finance on behalf of the Purchasers.

7c. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the development Agreement to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser has obtained sanction of housing loan/finance from their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser to the Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay amount so due and payable to the Developers from their own source of income.

7d. The transaction under these presents is for allotment of said premises to the Purchaser in the said Wing “__” of the building to be constructed by the Developers on the property pursuant to the Authority given by the said Society under the documents executed in favour of the Developers. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy/search charge/duty, etc. by any authority or authorities of Government or Semi-Government. The Purchaser alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Developers all such statutory, levies and charges including, betterment/development/infrastructure charges, as may be payable, etc. as and if so levied by the Concerned Authorities and the Developers shall not be held liable or responsible for the same.

7e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Developers are entitled to as also

subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Developers. It is expressly agreed and understood by the Purchaser that due to force major events as contemplated hereinafter, in the event if the Developers are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser shall not claim any interest or compensation on the ground that they being subjected to pay interest to their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

8. The Purchaser hereby expressly declare and confirm that he/she has been disclosed by the Developers various terms, conditions, stipulations, etc. under the said Development Agreement entered into with the said Society in respect of the said Building permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove. The Purchaser independently as also jointly with the Purchasers of other premises in Wing “_” of the building, on taking possession of their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the said Society and/or the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser shall specifically confirm.

- (a) That the building under reference is deficient in open space and MHADA will not be held liable for the same in future.
- (b) That they have no objection for the neighborhood development with deficient open space in future.
- (c) That they shall not held liable MHADA for failure of mechanical Parking System/Car lift in future.
- (d) That they shall not held liable MHADA for the proposed inadequate/substandard sizes of rooms in future.
- (e) That they shall not complaint to MHADA for inadequate maneuvering space of car parking's in future.
- (f) That the relevant terms and conditions set out in the said I.O.D. and other permissions for which the Developers have given/are required to give necessary Indemnity/Undertaking in favour of

MHADA shall be binding upon the Purchaser after possession of the new premises is handed over.

- (g) The Developers are entitled to get extension of period under the provisions of RERA/MahaARERA for completion of the Development and the Purchaser hereby gives their irrevocable and unconditional No Objection. The Purchaser shall not object, dispute or challenge to all such terms and conditions as aforesaid.

9. The Developers hereby declare that the floor space index presently available for construction of Building with Wings on the portion of the entire Plot and as evident from the Final Revised Letter of Intent dated 18th August 2021 is 8172.28 sq.mtrs. which is presently exclusive of use of Fungible FSI/premium FSI which may hereafter be permitted, granted/allowed to be used by MHADA and are entitled to acquire such balance development potentiality/fungible FSI/compensatory area etc. on being granted/issued/permitted and hereby reserve their right to consume and avail such benefit in future and as may be permissible and as may be granted to them and the said Society under Development Agreement.

10. The Developers hereby represent and declare and the Purchaser hereby confirm subject to what is contemplated in the Development Agreement, that:

- (i) If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Developers subject to the terms under the Development Agreement, shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the property constructing additional floor/s in the said Building in terms of the said Development Agreement.
- (ii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations, etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire;

- (iii) The Purchaser hereby agrees and undertakes that they shall not obstruct or object or dispute to the right, title and interest of the Developers in respect of such additional F.S.I. and/or T.D.R., premium FSI benefit, fungible FSI if available/permitted to the Developers/ Society as above in terms of the Development Agreement and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc., if so required, by the Developers.
- (iv) The Purchaser hereby irrevocably agrees and undertakes that they shall not claim or demand any consideration/ amount or compensation or benefit from the Developers in respect of the such benefit of additional FSI including of Fungible FSI available to the Developers to use, utilize, consume and exploit the same by constructing additional floors on the the said building.
- (v) The Purchasers of flats/Shop/Commercial Unit, etc. from the Developers in respect of the such additional floors which the Developers are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the said Society and such Purchaser shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser herein in the said building and/or the said Property.
- (vi) It is expressly agreed and understood that the right, title and interest of the Developers in terms of the Development Agreement to avail the benefit of additional FSI and/or TDR, premium FSI benefit, fungible FSI to use, utilize and consume the same in the said property shall be absolute and permanent.
- (vii) In the event in compliance of the provisions of the said Act (RERA/MahaRERA) and the Rules framed thereunder if any, consent from the Purchaser herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building being required, the Purchaser, on being requested shall give their consent and extent necessary co-operation without claiming any monetary or other benefits.

11. The Purchaser hereby confirm having granted their irrevocable power and consent to the Developers and agree:-

- a) That the Developers and/or the Society as contemplated in the said Development Agreement shall be entitled to all FSI in respect of the said entire plot/property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MHADA from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever that under no circumstances the Purchasers will be entitled to any FSI in respect of the said property nor shall they have any right to consume the same in any manner whatsoever.
- b) That as provided in the said Development Agreement the Developers shall be entitled to sell the Flat/premises/shops and allot car parking space in the newly constructed “building_” as Free Sale Component.
- c) That not to raise any objection or interfere with Developers/Society rights reserved hereunder and under the said Development Agreement.
- d) That to execute, if any further or other writing, documents, consents, etc. as required by the Developers and/or the Society for carrying out the terms hereof and intentions of the Parties hereto.
- e) That to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers and/or the Society in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- f) That the aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser.

12. The Purchasers hereby confirm that the consideration for allotment of the premises to the Purchaser is fixed on the express understanding that the Purchaser alone shall pay various amounts, deposits, taxes, Government

GST as applicable development and other charges, deposits, fees, various charges, etc. as mentioned under these presents and the Developers shall be reimbursed of all such claims, demands, taxes etc. on being claimed/demanded.

13. The Developers, hereby represent and warrant to the Purchaser as follows:-

- (i) The Developers, by virtue of and under the documents including Development Agreement executed by the Society, have absolute, clear and marketable title and right to carry out development by construction of Building with Wings on the portion of the property;
- (ii) The Developers have lawful right and requisite approvals so far obtained from the Competent Authorities to carry out development by construction of Building with Wings on the portion of the property;
- (iii) Subject to what is contemplated Supplementary Agreement with Global Homewith regard to the area to be provided in terms of the consent terms as recite and MOU with srushti raj enterprises india ltd./referred hereinabove, there are presently no encumbrances upon their right of development under the said Development Agreement including for allotment/sale of flat/Shop/Commercial Unit therein;
- (iv) There are no litigations pending before any Court of Law with respect to the development by construction of Building as envisaged under the Development Agreement and the premises agreed to be allotted by the Developers to the Purchaser under these presents is free from all encumbrances;
- (v) All approvals, licenses and permits issued by the Competent Authorities/MHADA with respect to development by construction of Building on the property and the premises so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to development by construction of Building with Wings;
- (vi) The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- (vii) The Developers have so far not entered into any Agreement for Assignment of Development Agreement or any other Agreement/ arrangement with any person or party with respect to their right to carry out the development as envisaged in the said Development Agreement and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developers confirm that the Developers are so far not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of handing over the complete management and affairs of the Building as contemplated in the Development Agreement, the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas to the said Society;
- (x) The Developers as contemplated in the said Development Agreement have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to construction of Building with Wings to the Competent Authorities.
- (xi) So far no notice from the Government or any other local body, MCGM/MHADA or authority or any legislative enactment, Government, ordinance, order, notification has been received by or served upon the Developers in respect of development by construction of Building with Wings.

14. The Developers shall take insurance of workers under Workmen Compensation Insurance Policy for construction of the Building with Wings. In the event, if the Developers are required to take any Building Insurance under any statute, the Developers will take such insurance of the Building till completion of the construction and handing over the affairs thereof to the Society and shall transfer benefit of such insurance in favour of the Society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchaser of the premises and at the time of

handing over management of the Building, the Developers shall handover the insurance policy and other related documents to the Society.

15. The Developers hereby agree that they, before handing over possession of the said premises to the Purchaser which will be handed over after the Developers having offered make full and true disclosure of the nature of their title as to development as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whosoever in and over the said property and subject to the rights, entitlement and benefits of the Society and its members in terms of the Development Agreement shall as far as practicable ensure that the said Building is free from all encumbrances and that the Developers have absolute clear and marketable title to the said premises.

16. After the Developers hand over management of the Building, the said Society shall preserve and maintain the various documents such as title document, copies of I.O.D., Commencement Certificate, subsequent amendments, Occupation Certificate, canvas mounted plans, soil investigation reports, RCC details and plans, structural stability reports, details of repairs carried out in the Building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyor/Architect, CFO, etc. The Society and the Purchasers shall be responsible to carry out periodical structural audit of the building alongwith fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM/MHADA and shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the permissions/sanctions certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

17. Time is essence for the Developers as well as the Purchaser. The Developers subject to the events of force majeure shall abide by the time schedule for completing the development by construction of Building with Wings and handing over the Flat to the Purchaser and the common areas to the Society after receiving Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by them and meeting the other obligations under the Agreement subject to the Developers carrying out the construction work as contemplated and as provided in clause (3a___)hereinabove (i.e. Payment Plan linked with completion of the concerned work).

18. If the Developers fail to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Developers agree to pay to the Purchaser, who does not intend to withdraw from the project as

envisaged under the Development agreement, interest as specified in the Rule, on the amounts of consideration so paid by the Purchaser, for every year of delay, till the handing over the possession. The Purchaser agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by them to the Developers for the period of delayed payment (i.e. from date the payment becomes due and payable till date of actual payment, both dates inclusive subject however to the right and authority of the Developers to cancel and terminate this Agreement).

19. Without prejudice to the right of promoter to charge interest , on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

20. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are set out in **ANNEXURE “ ”** hereto.

21. Subject to what is contemplated in the said Development Agreement, and subject to the events of force majeure the Developers shall offer possession of the said Flat to the Purchaser on or before

_____provided the Occupation Certificate is being issued by MHADA in respect of the floor on which the said premises situate. If the Developers cause any delay or avoid to offer possession of the said premises to the Purchaser on account of any reason beyond their control and of their agents as per the provisions of the said Act and the Rules framed thereunder, on being made applicable and effective, by the aforesaid time then the Developers shall be liable on demand to return to the Purchaser the amount already received by them with interest as contemplated under the said Act and the Rules framed thereunder from the date the Developers received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified under the Provisions of the said Statute as applicable have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser, there shall, subject to prior encumbrances if any, be a charge on

the said premises. Such amounts shall be refunded only against execution and registration of necessary documents confirming cancellation of the Agreement. In the event the Purchaser has taken housing loan, the aforesaid amount shall be refunded to the bankers of the Purchaser against release of their security of this Agreement and confirmation of cancellation and handing over original of these presents to the Developers.

PROVIDED that the Developers shall be entitled to reasonable extension of time for giving possession of said flat on the aforesaid date if the completion of the building is delayed on account of force-majeure events including: -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

22. The Developers, upon payment of the balance consideration and other amounts towards various charges, deposits, taxes advances, etc. within the time as contemplated above, shall offer the possession of the Flat to the Purchaser in terms of this Agreement and as required by Developers to be taken within 7 (seven) days from the date of issue of such notice and the Developers shall give possession of the Flat to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Developers/Society, as the case may be.

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

24. The Purchaser shall checkup the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser shall have

no claim against the Developers in respect of any item or work in the said flat or in the said building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

PROVIDED THAT within the statutory period if the Purchaser bring to the notice of the Developers any structural material defect in the said premises or the building in which the said premises is situated or the material used therein then, whenever possible such defects

shall be rectified by the Developers at their own cost with best possible material, subject however that the Purchaser herein and Occupiers/Purchasers of other premises in the building is/are not guilty of any act of omission or commission and have fully performed and complied with their part of the obligations and covenants contained under these presents in respect of the premises and the building.

25. The Purchaser shall use the said premises and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises agreed to be allotted under these presents as also other premises in the building as may be allotted by the Developers to their prospective Purchaser shall not be used for user not permitted by MCGM/MHADA and a separate undertaking in writing shall be given by the Purchaser herein as also the Purchasers of other premises in the building before taking possession of the premises allotted under these presents. The Purchaser shall use the car parking, if so allotted, and/or permitted to use in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Developers shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Developers as the Developers may deem fit and the Purchaser herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser has acquired and purchased car parking space alongwith the premises under these presents from the Developers, the Purchaser shall not be entitled to deal with dispose off car parking space so allotted under these presents separately and/or independently in favour of any outsider who has/have not acquired the premises in the building and shall also abide by fulfill and comply with the bye-laws directions, etc. of the Society after the Developers hand over the management and affairs of the building to the Society.

26a. The Developers hereby represent and the Purchaser hereby confirms that the said Society, namely, "Tilak Siddheshwar Co-Operative Housing Society Limited" being the Lessee of the said Plot and the other area

including Tit Bit areas as contemplated in the said Development Agreement, Resolutions, etc. has granted in favour of the Developers the development right for construction of the building consists of residential premises on the property and have undertaken compliance of certain obligations, terms and conditions as recorded in the said Development Agreement. The Purchaser hereby confirms having been informed about such terms, conditions and obligations on the part of the Developers as also the Purchasers of the premises from the Developers, contained under the said Development Agreement/Resolutions. As provided in the said Development Agreement/Resolution, the Developers have been authorized and entitled to deal with and dispose off and allot the premises as also car parking space available for free sale in the said building in favour of their prospective Purchasers and to enter into Agreement for allotment of such premises and car parking space without obtaining any permission, confirmation, NOC or otherwise from the said Society/its members and the Developers are entitled to cause the intending Purchasers including the Purchaser herein to make sign and submit necessary applications, forms, etc. to become Member and shareholder of the said Society and upon receipt of applications along with necessary fees, the said Society has agreed to admit, accept and enroll intending Purchasers including the Purchaser herein as its Members and Shareholders and shall issue requisite shares in its share capital.

26b. The Purchaser hereby agrees to abide by, comply with and fulfill all the said terms, conditions and obligations including payment of certain and specified amounts as contained in the said Development Agreement and shall become member and shareholder of the said Society and shall pay the requisite amounts including towards admission fees, share money, etc. Upon the Developers offering possession of the said premises and the car parking space allotted under these presents, the Purchaser shall bear, pay and discharge all the outgoings, taxes, maintenance charges, etc. as may be demanded by the said Society. The Purchaser hereby agrees and undertakes to indemnify and keep the Developers indemnified against all such claims or demands by the said Society.

26c. Upon the Developers handing over possession of the said premises and the car parking space and submit necessary and requisite forms to the said Society, the Purchaser shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the said Society and shall abide by, comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the said Society.

27. Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the building on being constructed thereon. On the Purchaser being admitted and accepted as Member of the Society, the Purchaser shall be bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser along with Purchasers of other premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement. As contemplated in clause 5(d) of the Development Agreement it has been in terms recorded that in due course the Promoter herein shall get the Purchasers of premises enrolled as members of the society and accordingly agreed by the society namely Tilak Siddheshwar Co-operative Housing Society Limited to enroll such Allottee's as its members to subject to the provisions under the prevailing law, beside under the provisions of Maharashtra Co-operative Societies Act or in accordance with the law for the time being in force. The Purchaser hereby confirms having read and understood the said provisions of the said Development Agreement.

28. The Building to be constructed as aforesaid shall, always be known as "GAMI & JAYDEEP ELANZA" or by such other name as may be desired by the Developers. This covenant shall at all times be binding upon the successors in title of the Purchasers.

29. After having expired period of notice in writing on being given by the Developers to the Purchaser that the said premises is ready for use and occupation, the Purchaser shall be required and called upon by the Developers to be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said property and the Building namely local taxes, betterment charges or such other levies by the Concerned Local Authority MCGM/MHADA and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of portion of the entire plot and the building to the Developers and/or the said Society as the case may be. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers. The Purchaser shall also be liable

to pay to the Developers his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Developers.

30. It is expressly agreed and understood that the Developers shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold premises/flats/car parking, etc. The Purchaser herein shall not, either individually or with other Purchasers, claim for or demand any such amounts from Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other Purchaser from the Developers shall exclusively belong to the Developers alone.

31. The Terrace space in front of or adjacent to the terrace flats/premises in the said building, if any as per the sanctioned plan shall be permitted to use exclusively to the respective Purchasers of the terrace flats/premises and such terrace spaces are intended for the exclusive use of the respective terrace flat/premises Purchaser as the use thereof has been permitted to use to him/ her/them. Subject however, to the bye laws and other circulars/resolutions of the Society and terms imposed/ to be imposed.

32. In respect of the unsold flats/units/commercial premises and Car parking's if any, after the Developers obtained Occupation Certificate/Part Occupation Certificate from the Municipal Corporation of Greater Mumbai/MHADA, the Promoter/s while reserving right to use, occupy, possess or enjoy by themselves/their Directors or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM/MHADA including Assessment and Collection Department in respect of the unsold flats/premises/units and that the Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat/premises/units Purchaser occupying their respective premises, under its Bye-Laws or Rules and Regulations. The Developers shall also be entitled to offer the unsold Flats/premises/units as security for any loan/finance either availed/ to be availed.

33a. In the event the Developers decide to provide gymnasium/extra facility for physical fitness/entertainment on stilt or such other place as may be permissible/to be approved by the Concerned Authorities, the Purchaser herein and all other Purchasers of flat/premises/units in the building shall be liable to pay to the Developers such amount of amounts as may be fixed by

the Developers towards providing such facility. The amounts so paid shall not be refundable nor the Developers shall be required to render any accounts in respect thereof. On handing over the management and affairs of such extra facility, the Society shall undertake management of such facility and be further entitled to claim, recover, demand and receive such amount or amounts towards maintenance, repairs, replacement, etc. of such facilities. The Purchaser shall not be entitled to refuse to pay such amount irrespective of fact whether they agreed to avail such benefit or not.

33b. The Purchaser, on or before taking possession of the said premises/units/flats, shall pay the Developers the following amounts.

v) Rs. _____/- towards maintenance charges.

charges

=====

Rs. _____/- Total

=====

The amount paid or becoming payable to the Developers by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. The Developers shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society at any time.

33c. The Purchaser shall also on or before taking possession of the said flat/premises/units keep deposited with the Developers the following amounts.

iii) Rs. _____/- towards maintenance deposit payable to the developers

=====

Rs. _____/- Total

=====

34. The Developers shall utilize the amounts paid by the Purchaser to the Developers for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Developers in connection with admission as member of the said Society and the cost of preparing and engrossing this Agreement.

35. The Developers shall maintain a separate account in the books in respect of sums received by the Developers from the Purchaser as advance or deposit, sums received on account of the share money for admitting the Purchaser as Member of the said Society on or towards the outgoings and

shall utilize the amounts only for the purposes for which they have been received.

36. The Purchaser shall pay to the Society the requisite amount of entrance fees and 6 (six) months maintenance in advance as maybe claimed and demanded by the Society as also a sum of Rs._____-/- towards membership fees and Rs._____-/- being cost of shares of Rs.50/- each and Rs._____-/-towards deposit. Such amount shall be paid directly in the name of Society before taking possession of the premises/flats/units.

37. On the management and affairs of the Building are handed over which are to be handed over after all the premises/flats/units are disposed of and the consideration and other amounts being fully recovered, the said Society being the Lessee shall raise bills periodically on the Purchaser in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchaser shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bills and Purchaser shall not withhold the same for whatsoever reason.

38. The Developers shall be entitled to enter into Agreements with other Purchasera in respect of the other flats/premises/units available to them for free sale under the said Development Agreement on such terms and conditions as the Developers may deem fit or alter the terms and conditions of the Agreement already entered into by the Developers with the other Purchaser, if any, without effectively prejudicing the rights of the Purchaser in the said premises under this Agreement.

39. The Developers shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flats/units/premises or otherwise. If the Developers deal with or transfer, assign and dispose of such premises/flats/units or rights and benefits under the said Development Agreement, at anytime to anybody, and realized/recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Developers, then, the respective assignee, transferee and/or the Purchaser thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser herein will not have any objection to admit such assignee, transferee and/or Purchaser as the Member of the Society without any charges whatsoever.

40. As recited hereinabove and as recorded in the Supplementary Agreement executed between the Society, the Developers herein and M/s. Global Homes, the Society, in compliance of its obligations under the

Consent Terms dated_____, has provided through the Developers to M/s. Global Homes an area of 14900 sq.ft. in the form of___ premises for which the said Global Home have agreed to pay the cost of construction and other amounts within the time and in the manner as envisaged thereunder and subject to such terms and conditions the said Global Home either retain for itself or deal with and allot such premises to their intending purchasers/allottees on whom all the terms and conditions of the Development Agreement as also the Bye-Laws of the Society shall be binding upon them.

41. The Purchaser for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises/flats/units may come) doth hereby covenants with the Developers as follows:-

- i) To maintain the said Flat/premises/units agreed to be sold/allotted under this Agreement at their own cost in good tenantable repair and condition from the date the possession of the said premises/Flat/Unit is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of concerned local or any other authority and/or the Bye-Laws of the Society or change alter or make addition in or to the building and the said flat itself or any part thereof.
- ii) Not to store in the said flat/premises/units any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the Building and in case any damage is caused to the building on account of negligence or default of the Purchaser, in this behalf, the Purchaser shall be liable for the consequence of the breach.
- iii) To carry at his/her/their own cost all internal repairs to the said flat and maintain the said premises/Flat/Unit in the same conditions, state and order in which it was delivered by the Developers to the Purchaser and shall not do or cause to be done anything in or to the building in which the said flat is situate or the flat which may violate the Rules and

Regulations and Bye-Laws of the Concerned Local Authority including MCGM/MHADA or other public authority and/or the Society. In the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority.

- iv) Not to demolish or cause to be demolished the said Flat/premises/units agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains pipes of the building/flat and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Partis or other structural members in the said flat without the prior written permission of the Developers and/or the Society.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the saidbuilding or any part thereof or whereby any increase premium shall become payable in respect of the insurance, if so taken.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/premises/units in the compound or any portion of the said entire plot and the building.
- vii) Pay to the Developers/Society within 7 (Seven)days of demand their share of security deposit demanded by Concerned Local Authority, MHADA or Government for giving water, electricity or any other services or connections to the building.
- viii) To bear and pay in proportion increase in local taxes, water charges outgoings, lease rent and such other levies if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said flat/premises/units by the Purchaserviz from residential purpose to commercial

and/or vice-versa or user for any purposes other than for residential/commercial purpose for which the Premises is allotted under these presents.

- ix) The Purchasers shall not let, sub let, transfer, assign or part with possession their interest or benefit of this Agreement until all the dues payable to the Developers and the said Society under this Agreement are fully paid and only if the Purchaser had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtain prior consent in writing from the Developers till the affairs and management of the Building are taken over by the Society.
- x) The Purchasers shall observe and perform all the Rules and Regulations which the Society has and the amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MHADA and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi) Not to use any parking space i.e.stilt/mechanical slot, if so permitted, to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;
- xii) In the event the Developers and/or the Society require the Purchaser to temporary vacate the parking space so as to enable other Purchasers of flats/premises/units in the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers of the building;
- xiii) Till the Developers have used/utilized and consumed all the FSI available presently or in future as also of TDR

benefits/Additional Buildable Area the Purchaser shall permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said plot and/or of the building or any part thereof as also of the said flat/premises/units agreed to be allotted under these presents to view and examine the state and condition thereof;

- xiv) To permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the portion of the said entire Plot and/or of the building or any part thereof as also of the said flat/premises/units agreed to be allotted under these presents to view and examine the state and condition thereof.
- xv) Not to use any open space either in front or rearside of the flat/premises/units any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.
- xvi) Not to dry the clothes or hang any clothes on any of the windows of the said flat/premises/units, but shall use the dry balcony and space for that purpose.
- xvii) Not to do or suffered to be done anything to the Building, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.
- xviii) Not to encroach upon external and/or internal ducts, voids areas attached to the flat/premises/units by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.
- xix) Not to affix or put any dish antenna, A.C. Condenser units outside the flat, due to which likely possibility to spoil the exterior elevation of the building. However, common dish antenna can be installed on the terrace of of the building.
- xx) To keep and affix outdoor A/c units only in the location/ space specified by the Developers to the flat/premises/units.

- xxi) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future.
- xxii) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the flat/premises/units and of the building.
- xxiii) Not to put or keep plant pots, signboards and/or any object outside the windows.
- xxiv) In case of purchase of Shop/premises/Commercial unit
 - i) not to keep any Articles, stores, goods, as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/plot.
 - ii) to affix a sign board only on the space above the main door of the premises.
 - iii) not to use of the premises for hotel/dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the concerned authorities of MCGM and State Govt.
 - iv) to separately insure such premises.
 - v) not to change the internal/external work including of doors, windows etc.
 - vi) not to dismantle the flooring nor to underlay such flooring of the premises.

42. In addition to payment of GST, so payable development charges etc., as contemplated hereinabove, if by reason, of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's

used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser along with other Purchaser on demand at any time and the Developers shall not be held liable or responsible.

43. All the deposits payable to the MCGM/MHADA, Electricity Board, Reliance Energy, Adani Energy, Mahanagar Gas Nigam for water connection and electricity charges, drainage, telephone Gas connection or of permanent deposits or any charges to any Concerned Authority, in respect of the said building which become payable shall be paid or reimbursed to the Developers by the Purchaser.

44. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/premises/units or portion of the said entire Plot and of the building or any part thereof which shall belong to the Society. The Purchaser subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Developers including of termination under these presents, shall have no claim, save and except in respect of the said flat/premises/units hereby agreed to be allotted and sold to them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Developers until the affairs of the building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed.

45. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser or shall the same in any manner prejudice the rights of the Developers.

46. The Developers shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development by construction of the Building or otherwise and to keep their right of Development under the said Development Agreement and the premises, etc. available to them of free sale as security for repayment thereof and the Purchaser hereby confirms the same.

47. The Developers shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first and express lien and charge on the said Flat/premises/units agreed to be purchased/acquired by the Purchaser.

48. It is expressly and specifically agreed understood and confirmed by the Purchaser that, under the Development Agreement executed by the said Society, the Developers shall have full right, power and absolute authority to deal with or dispose of the unsold premises/Flats/Units available to them for free sale and allot/granting/permissions to use car parking spaces, etc. which are in the name of the Developers or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser herein and other Purchasers shall have no right or authority to object or challenge the same. The Developers shall hold such unsold premises/Flats/Units in its name and not as Member/s of the said Society but as absolute Developers thereof and it shall not be subject to or governed by the Bye-Laws, Rules and Regulations of the Society. The Developers shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold premises/flats/units, to the Society. The Developers shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold premises, car parking, etc. to any person of the Developers choice.

49. It is expressly agreed and confirmed by the Purchaser that they shall be bound and liable to bear and pay and discharge their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties and outgoings payable in respect of the said flat agreed to be purchased by the Purchaser under this Agreement, after expiry of ____ (____30____) days from the date of Developers/Society intimates to the Purchaser to take possession of the said premises agreed to be purchased by the Purchaser. Such date of handing over the possession of the said premises will be intimated by the Developers/Society to the Purchaser at his/her/their address given hereafter by Post Under Certificate of posting/Email-ID, if so provided. The intention of the parties hereto being clear that irrespective of the fact whether the Purchasers takes possession of the said Flat agreed to be purchased by him/her/them under these presents on the date intimated by the Developers/Society as aforesaid or not, or whether the Developers/Society demand for the same or not, the Purchaser shall without any reservation or objection bear pay and discharge their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said flat/premises/units and of the said building. The decision of the Developers/and the said Society as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser.

50. The Purchaser shall observe, perform and abide by all the conditions and stipulations contained in the permissions, sanctions and approvals

given/granted by the Concerned Authorities including of Municipal Corporation of Greater Mumbai/MHADA.

51. Forwarding this Agreement to the Purchaser by the Developers does not create a binding obligation on the part of the Developers or the Purchasers until, firstly, the Purchaser sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan alongwith the amount of statutory levies including GST within 7(Seven) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser fails to execute and deliver to the Developers this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

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

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

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

55. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the

case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

56. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser in the project, the same shall be the proportion which the carpet area of the flat/premises/units bears to the total carpet area of all the Flat/premises/units in the building.

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

58. The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act shall be complete only upon its execution by the Developers through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Purchaser and only after the Agreement is duly executed by the Purchaser. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.

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

60. Any dispute between the Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

61. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.

62. The Developers are entitled and have every right to display/fix their brand name and logo on any part of the Building including on terrace/entrance as they may decide and shall pay outgoings and other charges in respect thereof.

63. The Purchaser shall alone bear and pay Stamp duty, Registration charges, penalties and other costs, charges and expenses in respect of this

Agreement. The Purchaser shall present and lodge this Agreement for registration before the Concerned Office of the Sub-Registrar of Assurances including at Kurla/Chembur and within the time limit prescribed under the Registration Act. The Developers shall attend such office and admit execution thereof after the Purchaser having informed the Developers the number under which this Agreement is and other documents are lodged for registration.

64. The Purchaser hereby nominate Mr/Mrs._____being one of his/her heirs to avail the benefit of these presents and tender compliances of the terms hereof in the event of death/insolvency or incapacity to contract on the part of the Purchaser.

65. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser as contemplated by this Agreement shall be deemed to have been duly served by Post Under Certificate of Posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) their address as specified below.

Address: 1. _____
2. _____

Mumbai – _____,

Mobile No. : _____and

Email ID. _____and

66. This Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act 2016 asapplicable and the Rules Framed thereunder. All consents given by me herein shall continue even if Acts may provide otherwise.

67. The Permanent Account Number and Email I.D. of the parties hereto are as follows:-

	<u>PAN.NO.</u>	<u>EMAIL.ID.</u>
<u>Promoters/Developers</u>		
Real Infrastructure Company	_____	_____

Purchaser/s

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the Plot)

ALL THAT piece and parcel of land underneath and appurtenant to Building No.37 admeasuring 1318.63 sq.mtrs. bearing C.T.S. Nos. 32, 32 (16 to 27), Tilak Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the property)

ALL THAT piece and parcel of land underneath and appurtenant to Building No.37 admeasuring 1318.63 sq.mtrs and additional tit-bit land 350.37sq.mt total aggregate area 1669 sqmt. bearing C.T.S. Nos. 32, 32 (16 to 27), Tilak Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the premises)

Premises being Flat/Shop/Commercial Unit No.____admeasuring _____sq.ft. [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016 and read with circulars clarifications issued thereunder] and inclusive of Fungible area on the _____ Floor,Wing “__” of the building known as "GAMI & JAYDEEPELANZA"and 1 (one) car parking space basement Stilt/Pit/Mechanical/Stack to be identified/earmarked constructed on the property.

SIGNED, SEALED AND DELIVERED)
by the withinnamed)
"PROMOTERS/DEVELOPERS")
REAL INFRASTRUCTURE COMPANY,)
through its authorized Partner)
SHRI. KESHAVJI DHAMJI MINAT)
in the presence of)

SIGNED, SEALED AND DELIVERED)
by the withinnamed "PURCHASER/S")
_____)
in the presence of)

Housiey.com

RECEIVED from the withinnamed)
Purchaser/s a sum of Rs._____/ -)
(Rupees_____)
_____)
Only) by cheque drawn on_____)
_____ Bank,_____)
Branch bearing No._____dt._____)
being the earnest/part-consideration payable)
by him/her/them to us.)Rs._____-/
We say Received.

PROMOTERS/DEVELOPERS

WITNESS:

Housiey.com

DATED THIS ____ DAY OF _____, 2022.

REAL INFRASTRUCTURE COMPANY

...PROMOTERS/DEVELOPERS

AND

SHRI./SMT. _____

...PURCHASER/S.

Housiey.com

AGREEMENT FOR SALE
