

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Mumbai this _____ day of _____ 20_____;

Between

M/s. ARYAMAAN DEVELOPERS PRIVATE LIMITED, a company duly registered under the provisions of the Companies Act, 1956 and having its registered office at 1, Hetal, Zaver Road, Mulund (West), Mumbai – 400 080, hereinafter referred to as the “**Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

And

Mr./Mrs./M/s. _____,

Mr./Mrs./M/s. _____,

Mr./Mrs./M/s. _____,

having his/her/their/its correspondence address at

hereinafter called and referred to as the “**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, successor’s, executors, administrators and permitted assigns) of the Other Part;

And

XR BIA CHAKAN DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Indian Companies Act, 1956, assessed for Income-tax under Permanent Account Number AAECG7846F and having its registered office at 929, First Floor, Mantri House, Ferguson College Road, Shivajinagar, Pune – 411004, hereinafter referred to as the “**Confirming Party / Joint Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and permitted assign/s) of the THIRD PART.

WHEREAS:

- A.** The State of Maharashtra, through the Public Works Department is the owner of all that piece and parcel of land bearing C.T.S. No. 194 (part), admeasuring approximately 70,554 square meters situate, lying and being at Village Ghatkopar, Mumbai 400 077 (hereinafter referred to as the “**said Entire Property**”) and more particularly described in the FIRST SCHEDULE hereunder written and shown on the plan hereto annexed as **Annexure “1”** by black colour boundary line;
- B.** The said Entire Property was encroached upon by various slum structures/hutments (hereinafter referred to as the “**said Structures/Hutments**”) which was occupied by various slum dwellers/occupants (hereinafter referred to as the “**Slum Dwellers/Occupants**”);
- C.** The said Entire Property is a “census slum” as per provisions of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as “**Slum Act**”). In accordance with Slum Redevelopment Scheme declared by Government of Maharashtra read with Regulation 33(10) of the Development Control Regulations of Greater Mumbai, 1991(hereinafter referred to as the “**D.C. Rules**”) the said Entire Property can be redeveloped under the Slum Act;
- D.** The Slum Dwellers/Occupants on the said Entire Property had formed themselves into two proposed societies by the name of Sant Namdeo Co-Operative Housing Society (Proposed) (hereinafter referred to as “**Namdeo Society**”) and Juni Ramabai Co-Operative Housing Society (Proposed) (hereinafter referred to as “**Ramabai Society**”). Namdeo Society and Ramabai Society are herein after collectively referred to as the “**said Proposed Societies**”;
- E.** By and under a Development Agreement dated 12th October 2005, entered into between Namdeo Society and the Developer, the said Namdeo Society granted in favour of the Developer, development rights in respect of the portion of the said Entire Property occupied by them/their members;

- F.** By another Development Agreement dated 29th November 2005, entered into between Ramabai Society and the Developer, the said Ramabai Society granted in favour of the Developer, development rights in respect of the portion of the said Entire Property occupied by them/their members;
- G.** Pursuant thereto, an application was made to the Slum Rehabilitation Authority (hereinafter referred to as the “**SRA**”) for redevelopment of the said Entire Property. The SRA vide its Letter of Intent dated 12th April 2010 bearing No. SRA/ ENG/ 1560/ N/ STFL/ LOI and SRA/ ENG/ 1253/ N/ STG/ LOI as amended by LOI dated 9th January 2017 (hereinafter collectively referred to as the “**LOI**”) approved the redevelopment of the said Entire Property under the aegis of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991, on the terms and conditions as contained therein, which was amended by LOI dated 9th January 2017;
- H.** Under the said LOI, the Developer is inter - alia is permitted to:
1. to construct and develop rehab component for rehabilitation of the Slum Dwellers/Occupants and/or Project Affected Persons (hereinafter referred to as “**PAP**”), balwadi etc., (hereinafter referred to as “**Rehab Component**”);
 2. to construct and develop free sale component for residential/commercial use, (hereinafter referred to as “**Free Sale Component**”); and
 3. to construct and develop all reservations (non-buildable/buildable) as per the LOI (“**Reservations**”).

The Free Sale Component, the Rehab Component and the Reservations are hereinafter collectively referred to as the “**said Entire Project**”.

- I.** The land owning authority, viz. Public Works Department, State of Maharashtra, by its letter dated 30th November 2010, granted their no-objection to the Developer implementing the Slum Rehabilitation Scheme on terms and conditions therein mentioned;

- J.** The Developer, through its Architect, submitted lay-out in respect of the said Entire Property, which is duly sanctioned by SRA vide sanction bearing No. SRA/ENG/506/N/STGL/LAY dated 21st September 2011. In accordance with the sanctioned lay-out, the said Entire Property has been divided into various sub-plots for Rehab Component, Free Sale Component and Reservations;
- K.** Part of the said Entire Property admeasuring 10,500 sq. mtrs. is under reservation for RG. In accordance with the Order passed by the Hon'ble Bombay High Court in Writ Petition No. 1152 of 2002 any land under reservation for RG cannot be developed without consent of the Hon'ble High Court. The Developer has therefore, through SRA taken out a Notice of Motion No. 481 of 2011 for permission of the Hon'ble High Court to realign RG area within the said Entire Property. By an Order dated 11th April 2012, the Hon'ble Bombay High Court permitted the Developer to realign RG area, to enable the Developer to carry out the Slum Rehabilitation Scheme, subject to the terms and conditions therein contained;
- L.** Pursuant to the aforesaid Order dated 11th April 2012, the Developer through its Architect submitted for a revised lay-out, which is duly approved by SRA on 13th January, 2017 (“**Approved Layout Plan**”);
- M.** In accordance with the Approved Layout Plan, portion of the said Entire Property admeasuring approximately 21902.21 sq. mtrs., more particularly described in the SECOND SCHEDULE hereunder written is meant for construction of Free Sale Component (hereinafter referred to as the “**said Larger Property**”) and shown on the plan annexed as Annexure “1” hereto by brown colour boundary line;
- N.** As per the scheme envisaged by the Developer, the Developer is proposing to develop the said Larger Property by constructing up to 10 free-sale buildings by using the entire free sale component as may be permitted by SRA. The Developer, will also construct Rehab Buildings for rehabilitation of all the eligible Slum Dwellers/Occupants and/or PAP, and also develop reservation

on the remaining part of the said Entire Property in due course of time;

- O.** The said Proposed Societies were subsequently registered under the Maharashtra Co-operative Housing Societies Act, 1960, wherein Namdeo Society was registered as Sant Namdeo SRA Co-operative Housing Society Ltd. under Serial No. MUM/SRA/HSG/(T.C.)/11806/2010 on 14th May, 2010. and Ramabai Society was registered as Juni Ramabai SRA Co-operative Housing Society Ltd. under Serial No. MUM/SRA/HSG/(T.C.)/11828/2010 on 31st May, 2010. Sant Namdeo SRA Co-operative Housing Society Ltd. and Juni Ramabai SRA Co-operative Housing Society Ltd. shall collectively hereinafter be referred to as the “**said Societies**”);
- P.** The Developer has entered into individual agreements with majority of the Slum Dwellers/Occupants, who gave their consent for development of the said Entire Property. Under the individual agreements, the said Slum Dwellers/Occupants have inter alia agreed to vacate their respective tenements and hand over vacant and peaceful possession thereof to the Developer to enable them to develop the said Entire Property, by demolishing the existing structures and constructing new building/s thereon and in consideration thereof, the Developer has agreed to provide to each of the eligible slum dweller, by way of permanent alternative accommodation, new premises in accordance with SRA norms;-
- Q.** The Developer at present proposes to construct a complex to be known as “**Chembur Central**” or such other name as the Developer may in their absolute discretion decide on the said Larger Property, in a phased manner;
- R.** The Developer have appointed Architect Mr. Vishwas Satodia registered with the Council of Architects, as project Architect and has entered into a standard Agreement with him, as per the format of agreement prescribed by the Council of Architects. The Developer has appointed M/s. Sura & Associates, as Structural Engineer for the preparation of structural designs and drawings of the building/s to be constructed on the said Larger Property. The Developer has accepted the professional supervision of the said

Architect and the said Structural Engineer or such other Architect and Structural Engineer as the Developer may appoint till the completion of the entire development on the said Larger Property;

- S.** The Government of Maharashtra (Environment Department) vide its letter/order dated 7th December 2011 bearing Ref. No. SEAC-2010/CR.787/TC.2 granted requisite permission to the Developer under the Environment (Protection) Act, 1986 and the Environment Clearance Notification dated 14th September 2006 for development of the said Entire Property on the terms and conditions therein contained;
- T.** The Maharashtra Pollution Control Board by its letter dated 7th December, 2011 bearing No. SEAC-2010/CR.787/TC.2 granted its consent for establishment on the terms and conditions mentioned therein;
- U.** Airport Authority of India has also vide its letter dated 25th November, 2013 given permission to the Developer to develop the said Larger Property on the terms and conditions mentioned therein;
- SRA vide Intimation of Approval bearing Ref. No SRA/ENG/3838/N/STGL/AP dated 15th April 2017 (hereinafter referred to as “**IOA**”) inter alia sanctioned building plans in respect of Sale Building No. 13 (Wings “A”, “B”, “C” & “D”) for up to 3 basements + ground and 27 upper floors admeasuring 13011.74 sq. mtrs. or thereabout more particularly described in the THIRD SCHEDULE hereunder (hereinafter referred to as “**the said Project**”) and shown on the plan at Annexure “1” hereto by a blue colour boundary line;
- V.** SRA has also issued Commencement Certificate up to plinth level (hereinafter referred to as “**C.C.**”) in respect of the said Project on 31st May, 2017. Copy of IOA and CC of said Project is annexed hereto as **Annexure “2” & “3”**.
- W.** The Developer is intending to develop the said Project under the norms of the affordable housing scheme as provided under the provisions of Section 80-IBA of the Income Tax Act, 1961.

- X.** The aforesaid development is a Slum Rehabilitation Scheme, wherein the Free Sale FSI/TDR is generated as a cross-subsidy on construction of Rehabilitation units for eligible slum dwellers/occupants as well as construction of Reservations. The Developer is also entitled to utilize proportionate Fungible FSI/Area by payment of requisite premium. The aforesaid FSI/TDR/Fungible FSI belong solely to the Developer, who may decide where, when and how to use/load/consume/generate etc. the same within the said Larger Property/said Entire Property or elsewhere.
- Y.** In accordance with the LOI, the Developer is paying from time to time land premium as demanded by the SRA.
- Z.** In the present phase, the Developer is constructing a building/Wing 'C' in the said Project to be known as **Orchid 'C'** having up to 3 level basement + ground and 27 upper floors (hereinafter referred to as "**the said Building**") on a portion of the Larger Property admeasuring 616.64 square meters or thereabouts (hereinafter referred to as "**the said Property**"), more particularly described in the FOURTH SCHEDULE hereunder written and shown on the plan at Annexure "1" hereto by a yellow colour wash;
- AA.** The development of the said Building by the Developer has been registered with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. **P51800005456** dated **11th August, 2017** for the said Building and a copy of the RERA Certificate is annexed and marked as **Annexure "4"** hereto;
- BB.** In the circumstances aforesaid, the Developer is inter alia entitled to sell flats/premises/units/area/car parking spaces and other

tenements in the said Building on such terms and conditions as it may deem fit;

- CC.** A Certificate of Title dated 5th April, 2017 issued by M/s. Purnanand & Co., Advocates & Solicitors, is annexed hereto as **Annexure “5”**. Copy of P. R. Card/7/12 extract of the said Property showing name of PWD in respect of C.T.S. No.194 which include the said Entire Property is annexed hereto as **Annexure “6”**;
- DD.** The Developer has entered into an Agreement dated 17th March, 2017 with Xrbia Developers Private Limited (hereinafter referred to as “**Xrbia**”), a group company of the Joint Developer / Confirming Party herein, inter alia appointed Xrbia inter alia as, the sole marketing agency for marketing the Premises in the said Project upon the terms and conditions more particularly mentioned therein. The Developer through the Xrbia done certain bookings for sale of Flats in the said Project including Flat No. _____, on _____ floor in the said Building admeasuring _____ sq. mtrs. carpet area, agreed to be purchased by the Purchaser;
- EE.** The Purchaser/s is desirous of acquiring Flat No. _____, on _____ floor in the said Building admeasuring _____ sq. mtrs. carpet area, (as defined by RERA) as shown on the typical floor plan hereto annexed as **Annexure “7”**, bounded by red colour line, (hereinafter referred to as the “**said Premises**”) has requested the Developer, to allot to him/her/them the said Premises. Acceding to the request of the Purchaser Developer has agreed to allot to the Purchaser/s, the said Premises for the consideration and on the terms and conditions hereinafter appearing;
- FF.** Prior to execution of this Agreement the Purchaser/s has/have demanded and Xrbia and/or the Developer have given inspection to the Purchaser/s of all documents of title relating to the said Entire Property and also plans, layout, designs and specifications prepared by the Developer’s Architects and approvals by the SRA, the certificate of title, revenue records and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law;

- GG.** Prior to execution of this Agreement the Purchaser/s has/have examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Purchaser/s has/have agreed and consented to the development of the Building. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects
- HH.** The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and the right and authority of the Developer to develop the said Entire Property in general and the said Building in particular by virtue of the said agreements and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises from the Developer and the Developer has agreed to sell the same to the Purchaser on the terms and conditions hereinafter set out;
- II.** By Joint Development Agreement dated 6.2.2018 duly registered with the Office of the Sub Registrar of Assurances at Kurla under serial no. _____, the Developer herein has agreed to develop the said Project with the Confirming Party/Joint Developer herein, subject to grant of requisite permission by RERA authorities on the terms and conditions therein contained.
- JJ.** The Developer has applied to RERA Authority for requisite permission u/s.15 of the RERA Act for development of the said Project with the Confirming Party/Joint Developer.
- KK.** Purchaser herein has by separate writing, already granted his/her/their consent/no objection for development of the said Project by the Developers with the Confirming Party/Joint Developer. Copy of the said consent is also enclosed herewith as Annexure “___”.
- LL.** The Confirming Party/Joint Developer has joined in execution of this Agreement to confirm that, upon grant of requisite permission u/s.15 of the RERA Act, the Confirming Party/Joint Developer will take over role and responsibility of the Developer including completion of entire development of the Project and

handing over timely possession to the Purchasers, except to the extent as set out hereinafter.

MM. Under provisions of RERA, an Agreement for Sale in respect of the Premises agreed to be sold to the Purchaser, being these presents, is required to be executed and Registered. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to Xrbia/the Developer, shall attend the office of Sub-registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

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

1. The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.
2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.
3. The Developer proposes to construct the said Building on the said Property more particularly described in the Fourth Schedule hereunder written in the said Project consisting of up to 3 basement levels, ground and 27 upper floors, in accordance with the plans, specifications and designs approved by SRA which have been seen and verified by the Purchaser, with such variations and modifications as the Developer may consider necessary or as may be required to be made by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. PROVIDED that the Developer is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said Building and/or other building/s to be constructed in the said Project, more particularly described in the Third Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Purchaser to the Developer carrying out such changes in the building plans.

4. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, the said Premises bearing Flat No. _____, on _____ floor in the said Building admeasuring _____ sq. mtrs. carpet area more particularly described in the FIFTH SCHEDULE hereunder written (hereinafter referred to as the “**said Premises**”) to be constructed on the said Property and in the said Project and in the complex to be known as “**Chembur Central**” or such other name as the developer may deem fit. As incidental to purchase of the said Premises, Purchaser will be entitled to use ___ (_____) car parking spaces which shall be identified by the Developer at the time of possession. The total consideration required to be paid by the Purchasers to the Developer in respect of the said Premises along with ___ parking space, which is inclusive of proportionate cost of common area, works out to Rs. _____/- (Rupees _____ Only) (hereinafter referred to as “**Full purchase price/consideration**”) which shall be paid by the Purchaser to the Developer as set out in **Annexure “8”** hereunder. Purchaser has expressly agrees that 10% of the Full Purchase Consideration mentioned hereinabove shall be considered as Earnest amount (hereinafter referred to as “**Earnest Money**”).
5. The Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the said Premises is always subject to a minor variation of up to +/-3% of the carpet area, and the Purchaser shall have not object to the same in any manner whatsoever. If actual carpet area works out to be more or less then 3% then the full purchase price/consideration payable by the Purchaser for the said Premises shall stand increased/decreased proportionately, subject to a variation cap of 3%. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
6. The said consideration 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 any taxes, charge or levy which may be increased and/or imposed by the competent authority, Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, taxes, or levies imposed by the competent authorities etc., the Developer will enclose the said notification/order/rule/regulation, published/issued in that behalf to that effect.

7. The Purchaser shall make the aforesaid payments in the favour of the Developer either by way of cheque/banker's cheque/RTGS/NEFT as under:
- a. If by way of cheque or banker's cheque in favour of: **“Aryamaan Developers Pvt. Ltd. Bldg No 13C (Orchid C) Sale A/c”**.
 - b. If by way of RTGS/NEFT:
 - i. Name of Account Holder: **Aryamaan Developers Pvt. Ltd. Bldg No 13C (Orchid C) Sale A/c**
 - ii. Name of Bank: **Indian Bank**
 - iii. Name of Branch and Address: **Santacruz (West)**
 - iv. A/c. No.: **Current Account No. 6548903802**
 - v. IFSC Code: **IDIB000S010**

The Purchaser shall on making a payment via RTGS/NEFT share with the Developer the UTR Code/Reference No. to identify the payment.

8. The time for payment of aforesaid amounts shall be essence of the contract. The Developer/Confirming Party/Joint Developer will inform the Purchaser about completion of the each stage of the work and the Purchaser is bound to pay the amounts due for each instalment within 7 (seven) days of Developer/ Confirming Party /Joint Developer dispatching such intimation Under Certificate of Posting at the address of the Purchaser or by email ID as given in these presents. The Developer will keep Certificate of their Architects certifying that the Developer has carried out given item of work and such certificate will be open for inspection by the Purchaser at the office of the Developer and such

certificate shall be valid and binding upon the Purchaser as well as upon the Bank/Financial Institution from which the Purchaser avail financial assistance by whatsoever mean and the Purchaser as well as such Bank/Financial Institution agree not to dispute the same in any manner whatsoever. The Purchaser agrees that, in addition to the interest, in case of every instance of delayed payment, the Developer shall be entitled to recover from the Purchaser for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of Rs.5,000/- (Rupees Five Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1st April of each year as per then prevailing market condition).

9. The Purchaser hereby confirms that the Full Purchase price/consideration mentioned hereinabove is net amount. In addition to the Full Purchase price/consideration, the Purchaser shall also pay to the Developer Service tax, VAT, GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Developer and/or Purchaser to the concerned authorities for sale of said Premises to the Purchaser herein. The Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the said Premises to the Purchaser herein. The same shall be paid and/or settled by the Purchaser immediately without making the Developer herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to service tax, VAT, etc.) by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest @ 12% p.a. on the delayed payment to the Developer until actual realisation.
10. The Purchaser is aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount

of taxes, if any, while making any payment to/crediting the account of the Developer under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities within the time notified by the Government from time to time. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Developer, only upon the Purchaser submitting the original TDS Certificate within the time notified by the Government from time to time and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developer in the prescribed Form No. 26AS of the Developer. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assesse in default in respect of such tax and the Developer shall not be liable for any statutory obligations/liability for non-payment of such TDS.

11. The Purchaser however agrees that at the time of handing over the possession of the said Premises, if any certificate, as contemplated in clause hereinabove is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Developer, which shall be refunded by the Developer on the Purchaser producing such certificate within 90 days of possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period the Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser.
12. The Purchaser agrees to pay to the Developer interest at 12% per annum on all the amounts, which become due and payable by the Purchaser to the Developer under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Purchaser accords his irrevocable consent to the Developer to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner :

- a. Firstly towards any cheque bounce charges in case of dishonour of cheque;
- b. Secondly, towards interest, if any, payable by the Purchaser/s for delayed payments;
- c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Full Purchase price/consideration, dues and taxes payable in respect of the said Premises and any other administrative or legal expenses incurred by the Developer on account of delay in payment by the Purchaser and consequential actions required to be taken by the Developer; and,
- d. Fourthly, towards outstanding dues including Full Purchase price/consideration in respect of the said Premises or under the Agreement.

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

13. Purchaser expressly agrees and undertakes that a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including but not confined to 'insufficient funds', 'stop payment' or 'account closed' then the Purchaser shall pay to the Developer 2.5 (two point five) per cent of the value of the cheque in question, as Cheque Bouncing Charges to the Developer. If the amount of the dishonoured cheque and the Cheque Bouncing Charge as aforesaid, is not cleared in the first instance, the Cheque Bouncing Charges shall increase by 5 (five) per cent of the value of the dishonoured cheque incrementally for every further instance.
14. In the event of the Purchaser making any default in the payment of any amount that may become due and payable by the Purchaser to the Developer under this Agreement, (including his proportionate share of taxes and/or other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this

Agreement, the Developer will be at liberty to terminate this Agreement. PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Developer unless the Developer/Xrbia has given to the Purchaser 30 days prior notice in writing of its 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 and default shall have been made by the Purchaser in remedying such breach or breaches within the aforesaid notice period of 30 days. PROVIDED FURTHER that upon termination of this agreement, the Developer shall subject to adjustment and recovery of any amount that may have become due and payable by the Purchaser to the Developer as well as the Earnest Money paid by the Purchaser and any amount paid to third parties by the Developer on behalf of the Purchaser including but not limited to brokerage charges, as agreed amount of liquidated damages (**'Agreed Liquidated Damages'**), refund the balance amount without interest to the Purchaser within 30 business days from the day of execution and registration of Deed of Cancellation. The Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever. It is agreed between the Parties, that the Developer shall make such refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned herein, whether encashed by the Purchaser or not, will be considered as the payment made by the Developer towards such refund and the liability of the Developer in terms of the said refund shall come to an end forthwith. Further, the Developer shall not be liable to reimburse to the Purchaser any Government Charges paid by them such as stamp duty, registration charges, Service Tax, VAT, GST etc. Upon the termination of this agreement, under this clause, the Developer shall be at liberty to sell the said Premises to any other person of their choice and at such price and terms & conditions as the Developer may deem fit and the Purchaser shall not object to the same in any manner whatsoever. However, if the Purchaser failed and/or neglected to register or cause to be registered the Deed of Cancellation within 30 days from the date of termination, then the Developer shall be entitled to unilaterally register the Deed of Cancellation and the Purchaser has hereby granted absolute right, power and authority in regard thereto. It is also expressly agreed

that execution/non-execution of Deed of Cancellation shall not in any manner restrain the Developer from selling, alienating/creating third party right in respect of the said Premises to a new Purchaser/Financial institution.

15. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid to the Developer all the dues and amounts hereunder including the Total Consideration, the Developer shall endeavour to provide the possession of the said Premises to the Purchaser on or before the estimated date of 31st December, 2022 with an additional grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Force Majeure Event as defined herein (**'DOP'**) + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Force Majeure Event as defined herein (**'Extended DOP'**). For the purpose of this clause, the Full Purchase price/consideration shall include the interest/penalty payable by the Purchaser to the Developer in accordance with the terms of this Agreement, VAT/Service Tax/GST as well as other amounts payable by the Purchaser as provided in this Agreement.
16. For the purpose of these presents, "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developer in the performance of his obligations in accordance with the terms of this Agreement:
 - a. By reason of earthquake, flood, fire or any act of God; or
 - b. Any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
 - c. Any notice, order, rules, notification of the Government, SRA or other public or competent authority; or
 - d. Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
 - e. Any change in law, or any prohibitory order of any court against development of Property or authority which affects

the performance of the Developer under this Agreement;
or

- f. Delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection by the Concerned authorities (not on account of any default on part of the Developer); or
- g. War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, etc.; or
- h. Non-availability of steel and/or cement or any such building material; or

For the purposes of this clause, a reasonable extension of time will, at least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this clause and a 3 (three) months recommencement period.

17. The Parties agree that if on account of Force Majeure Event, construction is delayed then; the date of handing over possession of the said Premises will automatically stand extended to that extent.

18. If the Developer fails or neglects to give possession of the said Premises to the Purchaser within 30 (thirty) days of expiry of Extended DOP, save and except as stated hereinabove or any reasons beyond their control :-

- a. the Developer shall inform the Purchaser the revised date by which the said Premises is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause 18(b) below the DOP mentioned in Clause 15 shall stand revised to and substituted by revised date communicated by the Developer. The Developer shall credit interest at the rate of 12% p. a. to the Purchaser for the period from the first date after the expiry of Extended DOP till the date on which possession is finally offered to the Purchaser;

or

- b.** the Purchaser shall be entitled to, after giving 30 days' notice in writing to Developer, to terminate the Agreement and thereupon the Developer shall be liable on demand to refund to the Purchaser amount already received by him in respect of the said Premises along with interest at the rate of 12% per annum from the date of the receipt of such amount till payment, against the Purchaser executing and registering requisite deed of cancellation. Till the entire amount along with interest thereon is refunded by the Developer to the Purchaser, the same shall, subject to prior encumbrance, if any, be charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises and/or against the Developer in any manner whatsoever and the Developer shall be entitled to deal with or dispose of the said Premises to any person or party as the Developer may desire at his absolute discretion.

19. The Developer has informed to the Purchaser and the Purchaser is aware and confirms that:

- a.** The development of the said Entire Property including the said Larger Property is being carried out by the Developer is under D. C. Regulation 33(10) read with Appendix IV in phases.
- b.** The Purchaser is aware that at present, Scheme is sanctioned with FSI 3.04. The Developer may in due course of time submit revised scheme so that ultimately SRA may permit FSI up to 4.
- c.** At present, Free Sale Component built up area is 1,21,783 sq. mtrs., out of which built up area of 1,18,829.44 sq. mtrs. plus proportionate fungible area is permitted to be utilised in Situ within the said Entire Property. The SRA may grant Revised LOI in due course of time thereby the sale component that may be permitted to be utilised in situ within the said Entire Property will stand changed accordingly and the Developer is permitted to use all such

FSI/Fungible FSI/TDR/Development potential at their sole discretion.

- d. As per the scheme formulated by the State Government/SRA only after completion of development of the said Entire Property, SRA will execute or caused to be executed, Lease in respect of the said Larger Property in favour of the Organisation (Defined herein below) or federation/Apex body as they may deem fit for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.
- e. The Developer will request MCGM/SRA to execute separate Lease in respect of the Larger Property, in favour of the Federation/Apex body or any other Organisation that may be formed by the Developer along with Purchasers of the premises in the buildings to be constructed on the Larger Property including the said Project and/or said Property.
- f. Developer shall solely be entitled to consume/utilize/grant/ generate any/all available FSI/TDR/Fungible FSI/any other development potential that may be permitted on any part of the said Entire Property including the said Larger Property or elsewhere.
- g. The Developer may, at their option, instead of utilising Free Sale Component in situ, opt for grant of TDR in lieu of the Free Sale Component and utilize the same elsewhere as may be permitted and the Purchaser herein as well as other purchasers of the premises shall have no claim or demand of any nature whatsoever in respect thereof and Developer shall be entitled to sell/transfer the TDR generated from the said Project and/or said Larger Property and/or said Entire Larger Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.

- h.** The Developer will in due course of time, submit further/revised plans to generate/utilise Fungible area in respect of the said Building and/or the said Project and load / consume such FSI / TDR / Fungible Area / Development potential, on any part of the Entire Property or Larger Property or Project or said Property for constructing the Free Sale Component.
- i.** The Developer has informed the Purchaser that SRA has sanctioned the said Building/said Project/said Larger Property with deficient open space.
- j.** The Purchaser will not be entitled to make any claim against the Developer and/or SRA for compensation in future on account of sanction of building plans with deficient open space. The Purchaser is further aware that the Developer has given an undertaking to the SRA that they will not misuse part terrace/pocket/terrace or stilt/part stilt or stilted area/Refuge area, basement, inner chowk, electric meter room, etc. The said Undertaking will be binding upon not only the Developer but the flat purchasers in the said Building/said Project including the Purchaser herein;
- k.** The Purchaser hereby agrees and consents to the same and grants his irrevocable consent to the Developer to carry out the development of the said Entire Property including the said Larger Property as aforesaid. The Developer has agreed to sell the said Premises to the Purchasers based on the aforesaid assurance only.
- l.** Notwithstanding the fact that the said Larger Property is included in the holistic scheme for development of the said Entire Property, the slum dwellers/occupants of the premises in Rehab component of the said Entire Property shall have any right in respect of the Free Sale Component or any part or portion thereof. Similarly the purchasers of the premises in the said Building including Purchaser herein shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may

accrue to the share of the Developer in any manner whatsoever in respect of the said Larger Property and/or any other portion of the said Entire Property/Project/said Property and/or any portion of the said Larger Property that may be developed by the Developer.

- m.** It is further agreed that save and except the aforesaid terrace over the top most floor in the said Building (the top most floor may change due to vertical extension of the said Building as envisaged by the Developer), the Developer is entitled to sell or allot or grant for exclusive use on a license or leasehold basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license or lease for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from the MCGM/SRA and all other concerned planning authorities and the Developer. The Purchaser hereby give his no-objection to such rights retained by the Developer for such terraces and the Purchaser shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.
- n.** In the event the Developer desires to amend the Approved Layout Plan or said Building Plans or common areas and amenities in the said Building and/or said Project for valid reasons then, the Purchaser undertakes to give his consent for the same within reasonable time and the same shall not be unnecessarily and unreasonably withheld and shall not be entitled to demand any monetary consideration/compensation/area etc. from the Developer for the same. If Purchaser along with requisite numbers (as provided under RERA) of other purchasers of the premises/flats in the said Building and/or said Project fail to give consent as required under RERA within reasonable time, then time for

handing over possession of said Premises is deemed to have been extended till such consent is not given by the requisite numbers of the purchasers for the same.

- o. Purchaser will be entitled to the benefit of Input Tax Credit on the payments made by him to the Developer on or after 1st July, 2017 and as per the G.S.T. Rules and Regulations. The benefit of Input Tax Credit, as aforesaid, shall be pass on the Purchaser at the time of handing over possession of the Premises, PROVIDED the Purchaser has not cancelled the Agreement and made full and final payment to the Developer as per the Agreement and the Developer have got the benefit of Input Tax Credit from Suppliers.
 - p. In the event the Purchaser fails and/or neglects to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Offer Letter, the Purchaser shall liable to pay demurrage charges to the Developers at the rate of Rs.10/- per sq. ft. of carpet area per month or part thereof from the expiry of the aforementioned 15 (fifteen) days period till such time the Purchaser takes the possession of the said Premises. The amount payable by the Purchaser pursuant to this clause shall be in addition to the other charges mentioned in this presents.
 - q. The Purchaser hereby agrees and consents to the same and grants his irrevocable consent to the Developer to carry out the development as aforesaid. The Developer has agreed to sell the said Premises to the Purchaser based on the aforesaid assurance only.
- 20.** Parties hereto agree and confirm that upon receipt of the requisite permission as contemplated u/s.15 of the RERA, without any further act on the part of the parties hereto, the Confirming Party/Joint Developer will become Promoter/Developer and roles and responsibilities of the Developer herein, will be taken over by the Confirming Party/Joint Developer.
- 21.** The Purchaser is aware that, in accordance with the Joint Development Agreement, the Developer is only responsible to carry out development of the rehab component and generate requisite FSI/fungible area for the Project and ensure that the

Project is not stalled on account of title issue or generation of requisite FSI/fungible area for the Project. Save and except aforesaid all other roles and responsibilities of the Developers herein, including completion of the Project in a time with all the amenities and facilities and handing over possession thereof to the flat purchasers after obtaining requisite O.C./C.C. as well as defect liabilities will be of the Confirming Party/Joint Developer only.

22. The Purchaser hereby agree and confirm that in the event of any breach of any obligation on the part of the Confirming Party/Joint Developer, the Purchaser herein will take action against the Confirming Party/Joint Developer only and will not file any complaint or take out any proceedings against the Developers and vice versa.
23. The Purchaser shall, within 15 days of receiving intimation from the Developer/ Confirming Party/Joint Developer that the said Premises is ready for use and occupation, take possession of the said Premises after payment of the balance consideration as well as all other amount that are payable under this Agreement. The upkeep and maintenance of said Premises shall thereafter be the responsibility of the Purchaser, irrespective of whether he chooses to occupy, use or possess the said Premises or not. The Purchaser further agrees that regardless of whether he takes possession or not, the Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the said Premises, and shall not hold the Developer liable for the same.
24. Commencing a fortnight after notice in writing is given to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the said Premises) of outgoings in respect of the said Building/said Property/said Project including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA/State Government of Maharashtra or such other taxes, charges or levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary

and incidental to the management and maintenance of the said Building/said Property/said Project. The Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the carpet area of the premises) the maintenance and other outgoings in respect of all other common areas, amenities and facilities of the said Building/said Property/said Project. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer/Organisation (as defined hereinbelow) provisional monthly contribution of Rs. 6/- per sq. ft. towards the aforesaid outgoings. It is however clarified this amount does not include the proportionate share of Municipal and Other taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA/State Government of Maharashtra or such other taxes, charges or levies by the concerned local authority and/or government, which shall be determined by the Developer and duly notified to the Purchaser. It is further clarified that the aforesaid amount of Rs. ___/- per sq. ft. is merely provisional in nature, and the ultimate liability of the Purchaser shall be as per actuals. The Purchaser shall pay an amount equivalent to twelve months provisional contribution as security deposit on or before taking possession of the said Premises. The Purchaser shall pay such provisional contribution quarterly in advance on the 5th day of each and every quarter and shall not withhold the same for any reason whatsoever. The Developer shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Purchaser shall be liable to pay electricity bill of individual meters separately.

25. The Purchaser shall, prior to taking possession of the said Premises examine and satisfy himself with the area of the said Premises and the said amenities/fixtures. Thereafter, the Purchaser shall have no claim against the Developer with respect to the said Premises or any other amenities/fixtures of the said Building or any amenities/fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and /or this Agreement and / or otherwise.
26. The Purchaser shall use the said Premises agreed to be sold to the Purchaser only for the purpose for which it is meant and will not

use the same for any other purpose, without obtaining the prior written consent of the Developer.

27. The Purchaser is aware that basement being constructed by the Developer is common for all 4 Wings and all other development on the said Larger Property. Save and except parking space, if any, which may be agreed to be allotted to the Purchaser, remaining car parking space are meant for the purchasers of other flats/premises/tenements in the said Building/said Project and/or other buildings to be constructed on the said Larger Property. The Purchaser shall be entitled to use car parking space, if any, allotted to him only for purpose of parking his own vehicle. The Purchaser is required to park his Vehicle in the designated parking bay only.
28. For the effective management of parking spaces in the said Building/said Project and in order to avoid any later disputes, the Developer shall earmark parking spaces (podium, open, stilt or basements) of the said Building/said Project, for exclusive use thereof by certain acquirers of premises in the said Building/said Project depending on availability. The Purchaser agrees that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser hereby accepts the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser hereby confirms that the Purchaser has no objection to the same and that the Purchaser shall not park his car/s at any other place in the said Building/said Property/said Project other than specifically designated for the parking of the vehicles of the Purchaser. The Purchaser hereby agrees and undertakes that the Purchaser shall bear the costs and expenses of the maintenance of such Parking. The Purchaser shall not refuse to bear such costs and/or expenses on any ground whatsoever and howsoever arising.
29. The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.
30. The Purchaser agrees that the Developer shall always have a right to utilize/consume/generate entire FSI/TDR/Fungible area/ Development potential etc., that may be sanctioned by SRA from

time to time by making additions, alterations, as per law utilise it on any part of the said Building/said Property/said Project/said Larger Property/said Entire Property, as may be permitted by the SRA. Such additions, alterations /FSI/Fungible Area/TDR will belong solely to the Developer and the Developer shall entitled to deal with the same in the manner as they may deem fit and proper..

31. The Developer will be entitled to use the terrace including the parapet wall for any purposes including display of advertisements and sign boards and the Purchaser/s/Organisation (defined herein below)/Federation/Apex Body shall not be entitled to raise any objection or claim or any abatement in the price of the said Premises agreed to be acquired by him and/or claim any rent, compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer.
32. The Developer and/or its nominees or transferees shall be entitled to put up and display any logo, board, hoarding or other display material on the external walls of the said Building and/building/s or on the terrace including the parapet wall thereof, and/or on the said Building/said Property/said Project/said Larger Property or any part thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the Developer are fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said Building or said Project or on the said Larger Property, as the case may be and the Purchaser agrees not to object or dispute the same in any manner whatsoever. In such event, after the said Building/said Property/said Project/other buildings to be constructed on the said Larger Property is transferred in favour of the Society or Limited Company or Condominium or Apex Body/Federation, the Developer or their nominee(s) including the acquirer of the said site and/or the aforesaid rights from them shall hold and enjoy the said right as Lessees from the Society or Limited Company or Condominium or Apex Body/Federation subject to payment of lease rent of Re. 1/-(Rupee one only) per month per site, beside the amount of actual municipal taxes and other expenses directly linked to the said site. In such case, the Developer and/or their Licensees shall

be entitled to have free access to the part of the said Building/said Property/said Project/Larger Property on which such logo, board, hoarding or other display and electric installation provided therefore at any time. The Purchaser herein and the Society or Limited Company or Condominium or Apex Body/Federation shall not do anything whereby either value of such logo board or hoarding site or the transmission or functioning of such transmission towers shall be impaired or prejudicially affected in any manner whatsoever.

33. The Purchaser further confirms that the Developer and/or his nominees or transferees shall, be entitled to put up Mobile Receiver, Dish Antenna and other such communication equipment and/or allow to be put up hoardings on the said Building/said Property/said Project/said Larger Property or buildings to be constructed thereon and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said Building/said Property/said Project or buildings to be constructed on the said Larger Property or Larger Property as the case may be and the Purchaser agrees not to object or dispute the same.
34. The Society/Limited Company/Condominium/Apex Body /Federation, that may be formed by the Purchaser of the said Premises in the said Building/said Property/said Project/other buildings to be constructed on the Larger Property shall not charge from the Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. other than as set-out hereinabove.
35. The Purchaser hereby confirms that the Developer is entitled to amalgamate any other scheme with the scheme for development of the said Building/said Property/said Project/Larger Property/Entire Property including amalgamation of any of the adjoining properties at any time and utilize the F.S.I. potentials, TDR, and benefits of any nature whatsoever in respect thereof by constructing new buildings/s on the said Larger Property or any

part of the said Entire Property or amalgamated property and appropriate all the sale proceeds/benefits/amounts etc. in respect thereof for themselves and the Purchaser hereby grants his irrevocable consent to the same.

36. If within a period of five years from the date of occupation certificate or handing over possession of the said Premises to the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Developer any structural defect (for the purpose of these presents, structural defect shall mean any defect related to the load bearing structure of the Building and shall not include non-load bearing elements or water proofing) in the said Premises or in the said Building, on account of workmanship, quality, then wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchaser carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developer shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his own cost.
37. The Purchaser shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's said Premises and/or in any other flat/premises, then the Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Developer and/or from the Purchaser of the flat/premises in whose flat/premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Developer and/or purchaser of the flat/premises in whose flat there is a leakage shall be entitled to enter the said Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser.

38. The Purchaser shall have no claim on the said Building/said Property/Project /Larger Property/Entire Property/ or any part thereof, save and except in respect of the said Premises agreed to be sold to the Purchaser in the said Building, all open space lobbies, terraces, staircases etc., will remain the property of the Developer until the said Building/said Project is transferred to the Society/Company/Association/Apex Body/Federation. It is expressly agreed by and between the parties that the Purchaser shall share the Common areas and facilities provided by the Developer and facilities appurtenant to the said Premises with the other occupants of the said Building/said Property/said Project.
39. The Purchaser confirms having received from the Developer full, free and complete inspection of documents of title, plans, and all other particulars in respect of the said Building/said Property/said Project and said Larger Property/said Entire Property. The Purchaser further confirms that he has entered into this Agreement after inspecting and verifying the aforesaid documents and after duly satisfying himself about the nature of title, plans, details and all other information relating to the said Building/said Property/said Project/Larger Property/Entire Property, the said Premises and the said Building. The Purchaser confirms that notwithstanding anything mentioned in any advertisement, publicity, brochure or any other material that might have been previously issued by the Developer and/or his brokers/marketing agents the Purchaser hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity, brochure or any other material and the Developer has agreed to sell the said Premises to the Purchaser on the basis of such assurance only.
40. The Developer shall form a Co-operative Society or the Limited Company of the Purchasers of the premises in the said Building in accordance with law. The Purchaser herein along with the other purchasers of premises in the said Building/said Project shall fully co-operate with the Developer in forming and registering the new Society or the Limited Company or Condominium, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Developer within seven

days of receipt, thereof, time being of the essence, so as to enable the Developer to register the Society or the Limited Company or Condominium of all the Purchaser under section in accordance with the provisions of the RERA and such other laws that may be applicable from time to time. The Purchaser shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.

41. In the event of the new Society or the Limited Company or Condominium ("**Organisation**") being formed and registered before the sale and disposal of all the Developer's Premises in the said Building/said Project, the power and authority of the Organisation or the Proposed Apex Body/Federation (as the case may be) so formed shall be subject to the overall authority and control of the Developer over any of the matters concerning the said Project, the construction and completion thereof and all amenities appertaining to the same. The Developer shall have absolute authority and control as regards the unsold flats/units/parking space/terraces etc. and the disposal thereof. The Organisation or the Proposed Apex Body/Federation (as the case may be) shall, on intimation by the Developer be liable to admit such Purchaser as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Purchaser.
42. The Developer proposes to execute within a period of 3 months from the date of formation of the Organisation (as defined herein above) , conveyance of super structure in favour of the Co-operative Society or the Limited Company or the Organisation, as the case may be, subject to (i) right of the Developer to dispose of unsold premises, if any; and receive entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI due to change in law or policies of any authority on the said Project/Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.,. Lease of the said Larger Property or such portion thereof as the Developer may deem fit will be executed by SRA in favour of Organisation

after completion of development of the said Larger Property as per their policy.

43. It is clarified that the Developer is not the owner of the Larger Property and/or the said Entire Property including said Project/said Property more particularly described in the Third and Fourth Schedules hereunder written and does not have or hold the rights to convey or grant the lease in respect of the Larger Property including said Project/said Property more particularly described in the Third and Fourth Schedules hereunder written in favour of the Organisation or the Proposed Apex Body/Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Developer in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Organisation or the Proposed Apex Body/Federation (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Proposed Body or the Proposed Apex Body/Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 or amendment thereto or re-enactment thereof and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991 or amendment thereto or re-enactment thereof, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to MCGM/SRA/Government of Maharashtra statutory authorities towards lease rent, transfer of the said Project/said Property more particularly described in the Third and Fourth Schedules hereunder written and/or said Larger Property in favour of such Organisation Proposed Apex Body/Federation (as the case may be) or any other amount shall be borne solely by such Organisation Proposed Apex Body/Federation (as the case may be) or the flat/premises purchasers proportionately.
44. The Purchaser has understood the aforesaid and the Purchaser hereby agrees and undertakes with the Developer that the Purchasers shall never hold the Developer responsible and/or liable in any manner whatsoever, if the concerned authorities including SRA/MCGM/ Government of Maharashtra do not

execute the lease deed or any other document of transfer in respect of the said Project/said Property more particularly described in the Third and Fourth Schedules hereunder written and/or said Larger Property in favour of the Organisation or the Proposed Apex Body/Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government of Maharashtra and the Purchaser hereby agrees and undertakes that the Purchaser shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

45. As may be required by the Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the said Entire Property or the said Larger Property for supplying electricity to the said Building/said Property/other building/s in the said Project/said Larger Property and/or said Entire Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Project/Larger Property/Entire Property; and the Purchaser hereby grant his irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the Organisation or Proposed Apex Body/Federation (as the case may be) shall be subject to such lease/sub-lease as may be executed in favour of such electricity provider.
46. The Developer shall at its sole discretion be entitled to give/grant right of way/access or other easementary rights to any

building/structure/wing within the said Property/said Project/said Larger Property/ Entire Property or in the vicinity of the said Entire/Larger Property or in favour of any other person/s over or through the said Building/ said Property/said Project/said Larger Property/said Entire Property or any part thereof and the Developer shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Developer may deem fit and proper without there being any claim/recourse/objection from the Purchaser/s either individually or through the Organisation or the Proposed Apex Body/Federation; and the Purchaser hereby grants his irrevocable consent and confirmation for the same. Any such documents executed by the Developer shall be binding on the Purchaser/s and the Organisation and the Proposed Apex Body/Federation.

47. The Purchaser shall observe and perform all bye-laws, rules and regulations that may be formed by proposed Organisation, regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
48. The Purchaser agrees and undertakes not to sell, transfer and/or assign the said Premises to any other person before completion of the said Project. In case the Purchaser desires to sell or transfer the said Premises before completion of the said Project, he shall be entitled to do so only with the prior written consent of the Developer herein, such request may be considered only if the Purchaser has paid Entire Purchase price/consideration payable by him under this Agreement to the Developer.
49. The Purchaser shall pay/deposit with the Developer the following amounts at the time of formation of the Society or handing over possession of the said Premises whichever is later:
 - a. Rs.____/- for the entrance fee as well as share application money;
 - b. Rs.____/- for legal charges and other expenses for formation of a Organisation;

- c. Rs.____/- per square feet for security deposit towards maintenance charges and other outgoings including lease rent;
 - d. Rs.____/- for water, electric charges/deposit;
 - e. Rs.____/- per square feet as Development / Infrastructure / MRTTP / other Statutory or Government charges/taxes;
 - f. Rs.____/- for legal charges payable before the execution of this agreement.
- 50.** All cost, charges and expenses in connection with the formation of the Organisation or the Proposed Apex Body/Federation (as the case may be) as well as the cost of preparing all other agreements required to be executed by the Developer as well as the entire professional costs of the Advocates & Solicitors of the Developer in preparing and approving all such documents shall be borne and paid by the Organisation or proportionately by all the Purchasers in the said Building/said Project.
- 51.** The Developer shall maintain a separate account in respect of sums received by them on account of share capital, formation of Organisation or towards the outgoings, legal charges and shall utilize the amounts for the purposes for which they have been received, though the Developer shall also be entitled to adjust the deposits of the Purchaser towards any moneys payable by them to the Developer hereunder.
- 52.** Notwithstanding anything contained in this Agreement, the Purchaser hereby agrees to regularly and punctually contribute and pay his proportionate share towards any additional and further costs, charges, expenses, Municipal taxes, all other outgoings etc. in respect of the said Premises and the amenities provided therewith. The Purchaser shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.

- 53.** The Purchaser for himself with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Developer as follows:
- a.** That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Larger Property, after being given complete inspection of all documents relating to title of the said Building/ said Property/said Project/said Larger Property/said Entire Property, including sufficient time to go through this Agreement and all other ancillary documents.
 - b.** That he waives his right to raise any questions or objections to the title of the Developer to develop the said Building/ said Property/said Project/said Larger Property/said Entire Property and to construct the said Building/said Project and other buildings on the said Larger Property/Entire Property and said Premises, considering all the queries have been sufficiently answered/satisfied by the Developer and/or Xrbia.
 - c.** That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- 54.** The Purchaser for himself with intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby covenant with the Developer as follows:
- a.** Not to make any structural changes or alteration/modification in the said Premises, failing which the obligation of the Developer to repair/rectify any defect of any nature whatsoever, shall cease forthwith.
 - b.** Not to use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said

Building/said Project or for any illegal or immoral purpose. The Purchaser agree/agrees not to change the user of the said Premises without the prior knowledge and consent in writing of the Developer. It is also expressly agreed that, any unauthorised change of user by the Purchaser shall render this agreement voidable at the instance of the Developer and the Purchaser in such an event shall not be entitled to any right arising out of this Agreement.

- c. The said Building and the said Project name shall not be changed at any time by the Purchaser or the Organization or Proposed Apex Body/Federation (as the case may be) without the prior written consent of the Developer.
- d. Not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the said Building/said Project. The Purchaser further agrees not to put up grills outside the window of the Premises agreed to be purchased by him without obtaining the permission of the Developer in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Developer and no other grills.
- e. Not to install air conditioner compressor or satellite dish on the external façade of the said Building save and except the services ducts or such other specifically designated area as provided by the Developer for installation of air conditioner compressors and satellite dish.
- f. Not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the said Premises, the said Building and/or in any part of the said Building/said Property/said Project/said Larger Property, without the prior written permission of the Developer and/or the Organization and/or the Apex Body/Federation, as the case may be;
- g. Not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Property/said Building/said

Premises, save and except in the areas designated for the said purpose;

- h.** Not to keep flower-vase outside the said Premises on the parapet or chajja or in the common area of the said Building/said Property;
- i.** Not to construct/erect any brick or masonry wall/partition/ loft/ mezzanine in the said Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;
- j.** Not to use the service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets for any other purpose save and except such servicing only.
- k.** Not to demand partition of the Purchaser interest in the said Building/said Property/and/or said Project and/or said Larger Property and/or said Entire Property, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the said Building/said Property/said Project and/Larger Property and/or the said Entire Property or any part thereof;
- l.** To maintain the said Premises, at the Purchaser's own cost in good and tenantable condition from, the date of possession, and shall not do or suffer to be done anything in the said Building in which the said Premises are situated, staircase or any passage in the said Building which may be against the rules, regulations or bye-laws of concerned local or any other statutory authority or change, alter or make additions to the said Premises or any part thereof. In case of the negligence of the Purchaser, the Developer shall stand discharged of its liability and the Purchaser shall be responsible of all consequences thereof.
- m.** Not to install/construct/erect sintex tank/s or other water storage tank/s in the said Premises;

- n. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the said Building in which the said Premises is situated or storing of goods which is objected to by the concerned local or other statutory authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said Building/said Project including the entrance to the building. The Purchaser on account of negligence or default of his part in this behalf shall be liable for the consequences of such breach.
- o. To carry at his own cost all internal repairs to the said Premises and regularly maintain all electrical and plumbing connections/fitting in the said Premises in the same condition, state and order in which it was delivered by the Developer and, the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned authority/ies. In the event of the Purchaser committing any act of contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority.
- p. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make and/or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances hereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the said Building/said Project in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the said Premises without prior written permission of the Developer and/or the Organisation or Apex Body/Federation.

- q. Not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Building/said Property/said Project and/or said Larger Property, said Entire Property, adjoining property etc.
- r. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Larger Property and/or said Property/the said Project and/or the said Building in which the Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- s. Pay to the Developer within 15 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said Premises is situated.
- t. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said Premises by the Purchaser.
- u. The Purchaser shall observe and abide by all the rules and regulations framed by the Organisation/Apex Body/Federation may frame at its inception and the additions, alterations and amendments thereof that may be made, from time to time, for the protection and maintenance of the said Building/said Property/said Project and the said Premises and/or the observance and performance of the Building Rules, Regulations, and Bye-Laws, for the time being, of the concerned authority/authorities.
- v. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organisation/Apex Body/Federation regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes,

expenses or other outgoings in accordance with the terms of this Agreement.

- w. The Purchaser and the persons to whom the said Premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Developer and/or the Organisation may require for safeguarding the interest of the Developer and/or the other Purchasers in the said Building/said Project and shall also observe and perform all the provisions of the Bye-Laws and/or the rules of the Organisation when formed and the additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws of the time being of the Slum Rehabilitation Authority or the Municipal Corporation of Greater Mumbai and other local and/or public bodies regarding occupation and use of the said Premises.
- x. The Purchaser agrees and undertakes to pay all the outgoings in respect of the said Premises, every month and undertakes to keep the Developer their successor's, assigns and/or administrators indemnified from the same and every part thereof forever.
- y. The Purchaser shall permit the Developer, his surveyors and/or agents with and without workmen and others at all reasonable times to enter upon the said Premises or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said Building/said Property/said Project and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or for any other purpose, until formation of Organisation and handing over charge to them.
- z. The Purchaser hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality and/or to the State Government towards betterment charges or development charges or any other

tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Developer in respect of the said Building/said Property/said Project/said Larger Property/said Entire Property, the Purchaser shall reimburse to the Developer such amount in proportion to the area of the said Premises agreed to be purchased by the Purchaser. The decision of the Developer determining such proportion shall be conclusive and binding upon the Purchaser.

- aa.** The Purchaser is fully aware that the entire development on the said Property/said Project/said Larger Property/said Entire Property shall have inadequate open spaces. The Purchaser and/or anyone claiming through the Purchaser will therefore not raise any dispute and/or claim any compensation of any nature whatsoever against the inadequate open spaces all around the Present Phase and/or said Project and/or the Larger Property/Entire Property from either the SRA/MCGM and/or any other competent statutory authority;
- bb.** The Purchaser and/or anyone claiming through the Purchaser will not ask/claim any compensation of any nature whatsoever and also hereby fully accept and acknowledge the multipurpose room includes alcove along with combined bathroom and W.C. in the said Project. The Purchaser further agrees/undertakes not to raise any objection/dispute/claim with regard to deficiency in light and ventilation for the said Premises having distance of more than 7.5 mtrs. from source of light and ventilation;
- cc.** The Purchaser is aware that the Developer is undertaking the development of Present Phase in accordance with the norms of the affordable housing scheme as provided under the provisions of Section 80-IBA of the Income Tax Act, 1961. Under the said scheme only 1 (one) member of 1 (one) family can apply for allotment of a flat. The Purchaser confirms that he is the only member of his family purchasing premises in the development undertaken by the Developer on the said Property/Project/Larger Property/Entire Property and no other member of his

family has purchased or shall purchase Premises in the development of the said Property/Project/Larger Property/Entire Project. In the event, the Purchaser's declaration is found to be false, the Purchaser agrees and confirms that the Developer shall be at liberty to cancel the Agreement and return the amount paid under these presents without interest, after deducting the earnest amounts in the form of liquidated damages, without paying any interest.

- dd.** The Purchaser agrees and accepts that the Developer is neither assuring nor guarantee in that the Purchaser will be eligible to get benefit of 'Credit Linked Subsidy Scheme' under the 'Pradhan Mantri Awas Yojna'. The Purchaser agrees that in the event, the Purchaser wishes to avail benefit of the aforesaid scheme, it shall be sole responsibility of the Purchaser to comply with the terms and conditions mentioned therein, without any recourse to the Developer.
- ee.** The Purchaser agrees not to do or omit to do or cause to be done, by any party known to him, any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the said Building / Project / Larger Property / Entire Property or the Developer or its directors, shareholders or representatives. In the event the Purchaser does or omit to do any such act, deed or thing, then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement in terms hereof.
- ff.** The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchasers in the

performance of any and/or all of his obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

- gg.** The Developer may develop the remaining portion of the said Project/said Larger Property/said Entire Property/Entire Project out of the purview of the affordable housing scheme as provided under the provisions of Section 80-IBA of the Income Tax Act, 1961 or otherwise.

These covenants shall be binding and operative on the Purchaser even after the formation of the Organization.

- 52.** The Purchaser has assured further that this Agreement is subject to the following covenant made by the Purchaser:

- a.** the Purchaser has not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser to the best of his knowledge or belief;
- b.** no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- c.** none of the Purchaser's assets are subject matter of any attachment and/or the Purchaser has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser is a defending party;
- d.** the Purchaser has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations; and
- e.** the Purchaser has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to

imprisonment for any offence exceeding a period of six months.

53. The Developer shall not be liable to bear or pay any amount by way of contribution like out-goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Organisation/ Proposed Apex Body/Federation, as the case may be in respect of any unsold/un-allotted flats/premises or parking places in the said Building/said Project/said Larger Property/said Entire Property out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developer will be entitled to apply for and obtain reduction in and refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, premises and parking places, etc. if Developer is liable to pay or have paid the same in respect of the flats/premises and/or parking places which are not allotted, sold and disposed off. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the Organisation/Proposed Apex Body/Federation, as the case may be in respect of such unsold or un-allotted flats/premises and/or parking places, then the Organisation/Proposed Apex Body/Federation (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Developer, whether Developer has demanded the same or not.
54. The Purchaser declares and confirms that he has read and understood the terms and conditions of the MOEF approval dated 7th December, 2011 and hereby undertakes to abide by all the terms and conditions thereof and indemnify the Developer from any claim, damages, charges, penalty, costs and expenses incurred or suffered due to breach any of the terms and conditions by the Purchaser and/or all other purchasers of the flats/premises etc. in said Building/said Property/said Project/other buildings to be constructed on the said Larger Property and/or Organisation or proposed Apex Body/Federation. A copy of Consent of Establishment provided under MOEF conditions is annexed hereto and marked as

Annexure “9”. The Purchaser is aware that Maintenance Agency has been mandated to keep the flats / premises / shops / units / offices/parking spaces etc. in said Building/said Property and said Project and other buildings to be constructed on the said Larger Property secured in all ways specifically as per MOEF terms and conditions. In the above circumstances, the Maintenance Agency shall make a framework of guidelines to be followed and observed by the purchasers/occupants/visitors to the said Building/said Property/said Project and other buildings to be constructed on the said Larger Property. However, the entire internal security of the said Premises shall be sole responsibility of the Purchaser herein and other purchasers/occupants and the Developer or the Maintenance Agency may not be able to control any such theft, loss or damage suffered by the owners/ Purchasers/occupants of flats/premises/shops/units/offices etc. in the said Building.

55. The Developer may avail financial assistance from any bank and/or other institutions for development of the said Property/said Building/said Project/said Larger Property/said Entire Property, the Developer has/may create mortgage/charge over the said Property/said Building/said Project/said Larger Property/said Entire Property including the said Premises and/or the cash flow of said Premises to be constructed in order to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Developer. In the event such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Purchaser is to be deposited in a designated account than upon receipt of intimation from the Developer, the Purchaser will make all payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Premises and upon receipt of the entire consideration from the Purchaser, it shall be the duty of the Developer to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Premises.
56. Any delay tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this

Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.

57. It is expressly agreed by and between the Purchaser and the Developer that all and/or any notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at:

NAME: _____
PHONE: _____
EMAIL: _____
ADDRESS: _____

And to the Developer if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at:

NAME: ARYAMAAN DEVELOPERS PRIVATE LIMITED
EMAIL: ARYAMAANDEVELOPERS1@GMAIL.COM
ADDRESS: 1, HETAL ZAVER ROAD, MULUND WEST, MUMBAI- 400
 080

And to the Joint Developer if send either by email or post to the Purchaser, Under Certificate of Posting or have them delivered at

NAME: XRBIA CHAKAN DEVELOPERS PRIVATE LIMITED
EMAIL: legal@ciffel.in
ADDRESS: 929, First Floor, Mantri House, Ferguson College Road, Shivajinagar, Pune – 411004

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

58. The Purchaser hereby agrees that in case there are joint-purchasers, all communications shall be sent by the Developer to the purchaser whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchasers.

59. The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the said Building/Project/Larger Property/Entire Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.
60. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said Premises or any part or portion thereof, the same to take place only upon receipt of full consideration and all other amounts payable by the Purchaser hereunder and on completion of the said Building and the Purchaser being admitted to the said Societies or formation of Organisation as the case may be.
61. The Developer shall have a first lien and charge on the said Premises, in respect of all the amounts that may remain unpaid by the Purchaser under the terms and conditions of this Agreement.
62. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the said Premises or said Building/said Property/Project/Larger Property/Entire Property and said Building/said Property /Project and/or any other buildings/structures or any part thereof. The Purchaser shall have no claim, save and except in respect of the said Premises hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Developer till execution of conveyance/lease of the said Building/said Project /other buildings on the said Larger Property in favour of the said Organisation/Proposed Apex Body/Federation subject to the terms and conditions recorded herein.
63. The Purchaser agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Developer. The confidentiality

obligations under this Clause shall survive even after handing over the possession of the said Premises and is legally binding on the Purchaser and shall always be in full force and effect.

64. The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Developer.
65. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
 - a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b. such disclosure is required in connection with any litigation; or
 - c. such information has entered the public domain other than by a breach of the Agreement.
66. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
67. This Agreement sets forth the entire agreement and understanding between the Purchaser and the Developer and supersedes, cancels and/or merges:
 - a. All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser and the Developer prior to the date of execution of this agreement;
 - b. All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium;

- c. The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement; and
 - d. The Purchaser agrees and acknowledges that the sample flat and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat/premises and the Developer are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement.
68. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to the Authority appointed under the provisions of RERA and the rules and regulations framed there under.
69. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid solely by the Purchaser. The Purchaser shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Developer the number and the day on which the same is lodged, sufficiently in advance to enable the Developer within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser.
70. All costs, charges and expenses in connection with the formation & registration of a Organisation/Apex Body/Federation as well as the costs of the preparing, engrossing the lease, stamp and registration charges thereof and all other agreements, assignment

deed, transfer deed or any other documents required to be executed by the Developer as well as the entire professional fees of the Advocates & Solicitors of the Developer for preparing and approving all, such documents shall be borne and paid by the Organisation/Apex Body/Federation proportionately by all the purchasers of flats in the said Project. The stamp duty and registration charges incidental to this Agreement shall also be borne and paid by the Purchaser. The share of the Purchaser of such cost, charges and expenses shall be paid by him immediately on demand.

The PAN Numbers of the Parties hereto are as under:

Sr. No.	Name of the Party	PAN No.
1	Aryamaan Developers Pvt. Ltd.	AAFCA4831M
2.	Mr./Mrs. _____	_____
3.	Mr./Mrs. _____	_____
4.	XR BIA CHAKAN DEVELOPERS PRIVATE LIMITED	AAECG7846F

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

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Entire Property)

ALL THAT piece and parcel of land bearing C.T.S. No. 194 (part), admeasuring approximately 70,554 square meters situate, lying and being at Village Ghatkopar, Mumbai 400 077 and bounded as follows, that is to say:

- On or towards the East : by C.T.S. No. 194 (Part);
 On or towards the West : by Eastern Expressway Highway;
 On or towards the North : by C.T.S. No. 195 (Part); and

On or towards the South : by Chembur C.T.S. Boundary

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Larger Property)

ALL THAT pieces and parcels of land bearing C.T.S. No. 194 (part) admeasuring 21,077 square meters and being a portion of the Entire Property as mentioned in the First Schedule above.

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Project)

ALL THAT pieces and parcels of land bearing C.T.S. No. 194 (part) admeasuring 13011.74 square meters and being a portion of the Larger Property as mentioned in the Second Schedule above.

FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THAT pieces and parcels of land bearing C.T.S. No. 194 (part) admeasuring 616.64 square meters to be known as **Orchid 'C'** and being constructed on a portion of the Project as mentioned in the Third Schedule above.

FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

Flat/Shop/Office No. _____ admeasuring _____ square meters carpet area on the _____ floor in the Building as mentioned in the Fourth Schedule above.

SIGNED SEALED and DELIVERED)
by the withinnamed **'DEVELOPER'**)
Aryamaan Developers Pvt. Ltd.)
Through its Director)
_____)
in the presence of)
_____)

SIGNED and DELIVERED)
by the withinnamed **'PURCHASER(S)'**)
_____)
_____)
in the presence of)
1) _____)

SIGNED SEALED and DELIVERED)
by the withinnamed JOINT DEVELOPER/)
CONFIRMING PARTY **XR BIA CHAKAN**)
DEVELOPERS PRIVATE LIMITED)
Through its Authorised Person)
_____)
in the presence of)
_____)

ANNEXURE – 1**(PLAN/MAP)****ANNEXURE – 2****(IOA)****ANNEXURE – 3****(C.C.)****ANNEXURE – 4****(RERA CERTIFICATE)****ANNEXURE – 5****(TITLE CERTIFICATE)****ANNEXURE – 6****(P.R. CARD / 7/12 EXTRACT)****ANNEXURE – 7****(TYPICAL FLOOR PLAN)****ANNEXURE – 8****(PAYMENT SCHEDULE)**

	Earnest Money – on Booking	
	On execution of this Agreement	
	On Completion of Plinth	
	On Completion of 3 rd Slab	
	On Completion of 7 th Slab	
	On Completion of 11 th Slab	
	On Completion of 15 th Slab	
	On completion of Final Slab	
	On Completion of internal Plaster and flooring of the said Flat	

	On completion of electrical and plumbing of the said Flat	
	On completing of External Plaster of the said Building	
	On Promoters notifying that flat is ready for occupation and offer possession of the said Flat	
	TOTAL	100%

ANNEXURE – 9
(MOEF CONDITIONS)

Housiey.com