

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this ___ day of _____ BETWEEN M/s. **MANISHA ELITE REALTY PVT. LTD**, a Company incorporated and registered under the provisions of the Companies Act, 1956, PAN.AAJCM1497R, having its registered office at C-9, Shanti Bhuvan , Dr. R.P. Road , Nr. 396 Bus Stop , Mulund (West), Mumbai-400 080, through its Directors namely **Mr. Girish G Naidu and Mr. Govindrajulu Papa Naidu (duly appointed by Board Resolution Dated _____)**, hereinafter referred to as **“THE PROMOTERS/DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include administrators and assigns) of the ONE PART

AND

_____ hereinafter called and referred to as **“THE PURCHASER/S”**(which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her, their respective heirs, executors , administrators and assigns) of the **OTHER PART.**

WHEREAS in conformity with the Indenture dated 12th April 1988, registered in the office of the sub-registrar of assurance at Mumbai, under Sr. No.PBBJ-462/88, the **“MULUND NALINI PREMISES CO-OPERATIVE SOCIETY LTD”**, a Society registered under the Maharashtra Cooperative Societies Act, 1960, bearing Registration No. BOM/GEN/1347 of 1979 is seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring at about 2749.99 sq.yds and equivalent to 2299.27 sq.mtrs’ and 2276 sq. Mtrs. as per Property Register Card lying, being and situated at Mulund (East), Mumbai – 400 081, Taluka Kurla, District Mumbai Sub-urban and bearing Survey No. 128, Hissa No. 7/A, CTS No.

795 A/1, (Which is subsequently modified as CTS No.795 A/1/A by Ferfar No.1164 dated 6/8/2021) together with building standing thereon known as Nalini Apartment, situated at V.B. Phadke Marg, Sane Guruji Nagar, Mulund (East), Mumbai-400 081 (the said land with the said building and structures thereon hereinafter for brevity's sake referred as " the said property");

AND WHEREAS the said building consists of three wings of ground plus four upper floors consisting of total 42 flats and 11 shops, which are occupied and held by the members of the Society on ownership basis.

AND WHEREAS the Society agreed for re-development of its property by demolishing the old building and constructing new building in its place.

AND WHEREAS by Development Agreement dated 6th May 2017 (**hereinafter referred to as 'the said Development Agreement'**) registered in the office of the sub-registrar of assurance at Kurla under Sr. No. KRL-1/4384/2017, on the terms and conditions contained therein, the said "**MULUND NALINI PREMISES CO-OPERATIVE SOCIETY LTD**", with confirmation of members listed therein granted the development rights of the said Property to **MANISHA ELITE REALTY PRIVATE LTD**, a Company duly incorporated under Companies Act, 1956, having its registered office at C-9, Shanti Bhuvan, Dr. R.P. Road, Mulund (West), Mumbai – 400 080.

AND WHEREAS the said Society through its office bearers also granted to the partners of the said Developer **MANISHA ELITE REALTY PRIVATE LTD**, the General Power of Attorney dated 6th May 2017, registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. KRL-1/4385/2017 and delegated various powers for doing various acts, things and matters in respect of the said property.

AND WHEREAS the Promoters/Developers arrived at settlement with the members of the Society and obtained their respective consent for re-

development of the said property by demolishing the existing old building, standing thereon.

AND WHEREAS the building plans to be constructed on the said property are approved by the Municipal Corporation of Greater Mumbai and IOD has to been obtained bearing No. **File No. P-10459/2022/(795A/1/A)/T Ward/MULUND-E/IOD/1/New** dated **29th August 2022** a copy whereof is enclosed herewith.

AND WHEREAS the Commencement Certificate No. **P-10459/2022/(795A/1/A)/T Ward/MULUND-E/CC/1/New** dated **11th November 2022** has been obtained, a copy whereof is enclosed herewith.

AND WHEREAS as a result of the said Agreements, the Promoters/Developers are alone entitled and enjoined upon to construct building/s on the said Property in accordance with the rules and regulations of the municipal authorities.

AND WHEREAS the Promoters/ Developers intend to construct on the said property, the multistoried building consisting of residential and commercial premises with a view to allot Flats/Shops to the members and sell the remaining components thereof in the open market. (hereinafter referred to as "the Said Building").

AND WHEREAS the Developers arrived at arrangement with an Architect, who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the building has been done till the completion of the Building.

AND WHEREAS the Purchaser/s has taken inspection of all the documents of title relating to the said property, the said Agreements,

plans, designs and specifications prepared by the Promoters/Developers' Architects and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 (hereinafter referred to as "the said Act") read with Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the rules made there under.

AND WHEREAS the copies of **Certificate of Title** issued by the Advocate of the Promoter/Developer, copies of the **Revenue Records** showing nature of title of the Promoters/Developers to the said property on which the said building is to be constructed, the Copies of **IOD/CC** and the copies of the **Plans** of the Premises agreed to be purchased by the Purchaser and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "A", " B" , "C" and "D"** respectively.

AND WHEREAS the Promoters/Developers propose to use additional Floor Space Index (FSI) and/or Floating FSI and/or TDR in respect of the said land which may become available in future and/or FSI or TDR of any other land or property in the construction of buildings in the said land as may be permissible under D.C. Regulations of the said Corporation for the time being in force (DCPR-2034) and for which purpose to amend/modify/revise the said approved plans and obtain sanction and approval for the same from the said Corporation and/or any other concerned authority and to carry out further construction accordingly in the said land. In such amendment/ revision/modification of the approved plans, the Promoters/Developers may have to change the location, size etc. of the buildings and/or their plinth area and/or number of their floors and/or number of buildings and/or to make additional, vertical or horizontal extensions to the buildings proposed as per the said approved plans and/or the buildings which may be proposed by way of amendment and revision of the plans for development of the said land etc. and may also have to change the location, size etc. of Recreational Areas, Recreational Gardens, Internal Roads/Pathways Amenity Spaces, Open Spaces, Other Facilities and Amenities etc.

AND WHEREAS while developing the said land, the Promoters/Developers, at their discretion and subject to the D.C. Regulations of the said Corporation, may sub-divide the said land and/or may amalgamate the same with any other adjoining land and carry out further development accordingly.

AND WHEREAS the Purchaser being interested in purchasing a Residential/Commercial Premises in the building being constructed in the said land, approached the Promoters/Developers and demanded from the Promoters/Developers inspection of the aforesaid documents as prescribed under the said Act and Rules made thereunder, which the Promoters/Developers have given to the Purchaser for inspection. Being fully satisfied with the inspection of aforesaid documents, the Purchaser applied to the Promoters/Developers for allotment of a Flat/Shop premises.

AND WHEREAS the Promoters/Developers agreed to sell to the Purchaser/s the **Flat/Shop No. _____ on the _____ floor** of the building to be constructed on the said property more particularly described in the **Second Schedule** hereunder written at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Purchaser/s has paid to the Promoters/Developers a sum of **Rs. _____/-**(Rupees _____ only), being the part payment of sale price of the **Flat/Shop** premises agreed to be sold by the Promoters/Developers to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Promoters/Developers Do hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoters/Developers balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under Section 4 of the Maharashtra Ownership Flat Act/Maharashtra Apartment Ownership Act, 1970/ Real Estate (Development and Regulation) Act, 2016, the Promoters/Developers are required to execute a written Agreement for sale of the said Premises to the Purchasers. The PROMOTER/DEVELOPER shall have this

Agreement registered with adequate Stamp Duty and Registration Charges to be paid by PURCHASER/S with the intimation to the Promoter/Developer.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The recital contained herein shall form integral part of these presents as if the same are stated or incorporated herein and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.

2. The Purchaser does hereby declare and confirm that he has seen and inspected all the documents referred to hereinabove and all other documents prescribed under the provisions of the said Act MOFA/RERA and Rules made there under including the said Approved Plans and said Commencement Certificate and all other approvals, permissions with regard to development of the said land and has also verified all the information given and representations made by the PROMOTERS/DEVELOPERS as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they have no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Purchaser does hereby state and confirm that he/she/they have no objection and do hereby give his/her/their free and willing consent for development of the said land in the manner proposed by the PROMOTERS/DEVELOPERS and as stated in the relevant Recital Clauses written hereinbefore.

3. The parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.

4. The PROMOTERS/DEVELOPERS shall construct the buildings in the said land in accordance with the said approved Plans which have been seen and approved by the Purchaser, with such variations, revisions and modifications as aforesaid and in the manner as set out elsewhere in these presents and/or with such variations, revisions and modifications as the PROMOTERS/DEVELOPERS may consider necessary from time to time and/or as may be required by the concerned Local Authorities Government to be made in them from time to time.

5."Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the net usable area in the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises.

6. The PROMOTER/DEVELOPER shall under normal circumstances, re-construct the Building/s, known as "**MANISHA PRIME**", consisting of Ground Commercial,4(four) levels of Podium plus 16(sixteen) upper floors on the said Property in accordance with the plans, designs and specifications prepared by their Architects NASA-APCL and approved by the Municipal Corporation of Greater Mumbai under **IOD No. P-10459/2022/(795A/1/A)/T Ward/MULUND-E/IOD/1/New** dated **29th August 2022** and Commencement Certificate No. **P-10459/2022/(795A/1/A)/T Ward/MULUND-E/CC/1/New** dated **11th November 2022** which have been seen and approved by the Purchaser/s.

7. The Purchaser/s hereby agrees to purchase from the PROMOTERS/DEVELOPERS and the PROMOTERS/DEVELOPERS hereby agree to sell to the PURCHASER/S one **SHOP/FLAT No. _____**,admeasuring _____ **sq.mtrs. i.e.** _____ **sq. ft.** of **RERA Carpet area** or thereabouts, on the _____ floor of the Building and shown

in the floor plan thereof hereto annexed and marked **Annexure "D"** (hereinafter referred to as "**the Said Premises**"). The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the PURCHASER/S to the PROMOTERS/DEVELOPERS works out to **Rs. _____/(Rupees _____ only)**. The said consideration of the said premises shall be paid by the PURCHASER/S to the PROMOTERS/DEVELOPERS in the following manner that is to say-

i. **Rs. _____/-(Rupees _____ only) (10% of the total consideration) paid on or before execution hereof , the payment and Receipt whereof the PROMOTERS/DEVELOPERS DO hereby admit and acknowledge).**

ii. **Rs. _____/-(Rupees _____ only) (20% of the total consideration) to be paid to the PROMOTERS/DEVELOPERS after the execution of agreement.**

iii. **Rs. _____/-(Rupees _____ only) (15% of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the Plinth of the building or wing in which the said Apartment is located.**

iv. **Rs. _____/(Rupees _____ only)(42% of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the slabs Including podiums and stilts of the building or wing in which the said Premises are located.(total 21slabs, 2% on each slab)**

v. **Rs. _____/(Rupees _____ only)(3% of the total consideration) to be paid to the PROMOTERS/DEVELOPERS on completion of the walls of the flat premises.**

vi. **Rs. _____/-(Rupees _____ only) (5% of the total consideration) on completion of external plaster, windows ,external paint of the building ,external plumbing, internal electrical works, paintings and sanitary fittings of the said Premises.**

vii. Rs. _____ /-(Rupees _____ only) (5% of the total consideration) at the time of handing over of the possession of the said Premises to the Purchaser after receipt of occupancy certificate or completion certificate.

It is specifically clarified that the Purchasers shall pay the said installments within stipulated time period even though they availed loan from the financial institution and disbursement of the loan takes place or the loan proposal is delayed. The PROMOTERS /DEVELOPERS shall not be responsible for any delay in disbursement of the loan amount for any financial institution/bank.

(Time for payment of each installment being the essence of this contract).

The Purchaser/s shall deduct amount towards **TDS** as applicable by law of the total consideration amount. The Purchaser/s shall deposit the same in the appropriate Bank and produce TDS certificate to the PROMOTERS/DEVELOPERS within **one week** from the date of registration of this Agreement. The said TDS amount shall form part of the consideration amount of the said Flat.

8. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTERS/DEVELOPERS undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc, the PROMOTERS /DEVELOPERS shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

9. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS/DEVELOPERS by way of Value Added Tax, Service Tax, Cess and GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the

Project payable by the PROMOTERS/DEVELOPERS) upto the date of handing over the possession of the [Apartment/ premises].

10. The PROMOTERS/DEVELOPERS shall confirm the final carpet area that has been sale and transfer to the Purchasers after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS/DEVELOPERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS/DEVELOPERS shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area sale and transfer to the Purchasers, the PROMOTERS/DEVELOPERS shall demand additional amount from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 8 of this Agreement.

11. The Purchasers authorizes the PROMOTERS/DEVELOPERS to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTERS/DEVELOPERS may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the PROMOTERS/DEVELOPERS to adjust this payments in any manner.

12. Without prejudice to the right of PROMOTERS/DEVELOPERS to charge interest in terms of clause no.14, here after, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the PROMOTERS/DEVELOPERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the PROMOTERS/DEVELOPERS shall at their own option, may terminate this Agreement.

Provided that, PROMOTERS/DEVELOPERS shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of his/her intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the PROMOTERS/DEVELOPERS within the period of notice then at the end of such notice period, PROMOTERS/DEVELOPERS shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS/DEVELOPERS shall be entitled to forfeit a sum equivalent to 10% of the agreed sale consideration amount as above, plus all incurred/accrued costs towards the sale or on account of taxations and statutory dues and refund the balance amount within 30 days of termination. The Developers shall then be at liberty and entitled to sell the above Apartment to any person of their choice.

13. The Purchaser/s agrees to pay to the PROMOTERS/DEVELOPERS interest at the rate of 18% per annum on all amounts which become due and payable by the Purchaser/s to the PROMOTERS/DEVELOPERS under the terms of this Agreement from the date the said amount is payable by the purchaser to the PROMOTERS/DEVELOPERS.

14. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTERS/DEVELOPERS in the said building and the Apartment are as a setout in **Annexure 'E'**, annexed hereto.

15. The PROMOTERS/DEVELOPERS shall, in respect of any amount unpaid by the Purchaser under the terms and condition of the Agreement has first lien and charge on the said premises agreed to be acquired/purchased by the Purchaser/s.

16. Any extra work, other than mentioned in Annexure annexed hereto, to be carried in the said Premises any extra cost thereof shall be borne and paid by the Purchaser/s.

17. The Purchaser/s hereby confirm about the area of the said Premises as mentioned hereinabove and hereafter shall not raise any objections with regard to the same. However, the Car parking space/stilt/open terrace adjacent to the flat, if any shall be kept open to sky by the purchaser, failing which, the purchaser shall be liable for the consequences arising there from and the Purchaser/s shall hereby indemnify and keep the PROMOTERS/DEVELOPERS indemnified of and against said liability and consequences thereof.

18. The PROMOTERS/DEVELOPERS hereby agree to observe, perform and comply with all the terms, conditions and restrictions if any, which may have been imposed by the Concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises obtain from the concerned local authority occupation Certificates in respect of the said Premises.

19. The PROMOTERS/DEVELOPERS declare that their title to the said Property is clear marketable and free from encumbrances and reasonable doubts. The PROMOTERS/DEVELOPERS have obtained the title certificate of the said property from their Solicitor/Advocate, Copy whereof is hereto annexed and marked as **Annexure "A"**.

20. It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/ Shop Premises agreed to be sold by the PROMOTERS/DEVELOPERS to the Purchaser/s and all other premises shall be the sole property of the PROMOTERS/DEVELOPERS and the PROMOTERS/DEVELOPERS shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

21. The PROMOTERS/DEVELOPERS shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, including but not limited to,

(i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and

(ii) amalgamation of the said Property with any adjoining plots of land;

(iii) The Purchaser/s and or the Organization/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their no objection to the PROMOTERS/DEVELOPERS to carry out the necessary acts, deeds, matters and things.

(iv) The Purchaser/s hereby grants his/ her/ their permission to the PROMOTERS/DEVELOPERS that the PROMOTERS/DEVELOPERS shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any purpose and shall be entitled to obtain change of user thereof at the discretion of the PROMOTERS/DEVELOPERS.

22. The Purchaser/s hereby further agrees and covenants with the PROMOTERS/DEVELOPERS to sign and execute all papers and documents in favour of the PROMOTERS/DEVELOPERS or otherwise as may be necessary for the purpose of enabling the PROMOTERS/DEVELOPERS to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as PROMOTERS/DEVELOPERS may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of Municipal Corporation of Greater Mumbai (MCGM) or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat/Shop Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected.

23. The Purchaser/s is/ are aware and confirms that the PROMOTERS/DEVELOPER shall be entitled to complete the development of the said Property, in the manner agreed herein.

24. The Purchaser/s are aware that proposed building is constructed with concession in open spaces/ joint open spaces and the PROMOTERS/DEVELOPERS have executed registered undertaking in favor of Brihanmumbai Municipal Corporation (BMC). It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the PROMOTERS/DEVELOPERS in favour of the concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and society or condominium formed by the flat/Shop premises Purchaser/s.

25. The Purchaser/s along with other Purchasers of the components in the said building shall join the Said Existing Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developer within 8 days of the same being forwarded by the PROMOTERS/DEVELOPERS to the Purchaser/s, so as to enable Developer to admit the Purchaser/s as member of the said Society as required under the said Act . No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent Authority.

The Promoter shall, within three months of registration of the Society or Association or Limited Company, initiate the transfer to the society or Limited Company all the right, title and the interest of the Owner/Promoter in the said structure of the Building in which the said Apartment is situated.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and

the interest of the Owner/Promoter in the project land on which the building/s is/are constructed.

Provided further that, in case of layout, Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise, within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout

26. In the event of the Purchaser/s being admitted as member of the said Society before the sale and disposal by the PROMOTERS/DEVELOPERS of all the premises in the building/s, the power and authority of the Society/ Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the PROMOTER/DEVELOPERS in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular PROMOTERS/DEVELOPERS shall have the absolute authority and control as regards the unsold premises and disposal thereof. The PROMOTERS/DEVELOPERS shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/ premises, if any. In case the Premises remained unsold for 12 months from O.C. then the PROMOTERS/DEVELOPERS shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society/ Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

27. The Purchaser/s are aware that the PROMOTERS/DEVELOPERS will be developing the said Property on such terms and conditions as the PROMOTERS/DEVELOPERS may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the PROMOTERS/DEVELOPERS deem fit and the PROMOTER/DEVELOPERS shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services

in the said Property in such manner as may be desired by the PROMOTERS/DEVELOPERS and the Purchaser/s expressly and consents to the same.

28. The PROMOTERS/DEVELOPERS shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat/Shop Premises which is agreed to be sold to the Purchaser/s.

29. The PROMOTERS/DEVELOPERS shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The PROMOTERS /DEVELOPERS shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.

30. Under the present Agreement, the PROMOTERS/DEVELOPERS have given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the sole discretion of the PROMOTERS/DEVELOPERS are liable to be shifted, cancelled and/ or withdrawn, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the PROMOTERS/DEVELOPERS or their nominees or transferees on these account.

31. Save and except or otherwise not to reduce any area of the said Flat/Shop Premises, the PROMOTERS/DEVELOPERS shall have full and absolute discretion, to do all acts, so as to exploit full commercial potential of the said Property. The PROMOTERS/DEVELOPERS shall also be entitled to use utilize and consume the development potential of

the said Property in the manner as they may deem fit and proper in their absolute discretion;

32. Without prejudice to other terms of this Agreement, the PROMOTER/ OWNER/ DEVELOPER shall be entitled to terminate this Agreement on account of the failure of the Purchaser/s to comply with any terms of this Agreement and to take back possession of the said Flat/ Premises and in such an event, the PROMOTER/ OWNER/ DEVELOPER shall refund to the Purchaser/s the amount in the same manner, like failure to pay the installments or other charges, mentioned herein, and the same shall be accepted by the Purchasers, without raising disputes of any nature whatsoever.

33. Irrespective of disputes, if any, which may arise between the PROMOTERS/DEVELOPERS and the Purchaser/s and/ or the Organisation, all amounts contributions and deposits, including amounts payable by the Purchaser/s to PROMOTERS/DEVELOPERS, under this Agreement, shall always be paid punctually by the Purchaser/s, to the PROMOTERS/DEVELOPERS and shall not be withheld, by the Purchaser/s for any reason, whatsoever.

34. The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the PROMOTERS/DEVELOPERS, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said property and/ or on adjoining properties.

35. It is mutually agreed, accepted and confirmed between the parties that in case that the area of the said Flat/Shop Premises is increased due to any reason whatsoever, the Purchaser/s hereby unconditionally

agrees, accepts and undertakes to pay the PROMOTERS/DEVELOPERS the price/consideration for increased area as per the then prevailing market rate.

36. The PROMOTERS/DEVELOPERS shall be entitled to purchase, load, consume additional and/ or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by Municipal Corporation of Greater Mumbai or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations, Slum, Heritage, etc.)

37. After the PROMOTERS/DEVELOPERS executes this Agreement they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding any thing contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Premises.

38. The PROMOTERS/DEVELOPERS shall be entitled to sell premises in the said building for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes, Banquet Hall, Bar & Restaurant, Hospitals and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the premises for such purposes.

39. Under normal circumstances, the PROMOTERS/ DEVELOPERS shall give possession of the said Premises to the Purchaser/s on or before 31st December 2025 PROVIDED that the PROMOTERS/DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of-

(i) War, civil Commotion or act of God;

(ii) any notice, restrictive order, rule, notification of the Court, Government and/other public or competent authority.

If the PROMOTERS/DEVELOPERS fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said RERA Act, then the PROMOTERS/DEVELOPERS shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest of 12% per annum from the date the PROMOTERS/DEVELOPERS received the sum till the amounts and interest thereon is repaid.

PROVIDED within the period of five years from the date of handing over the said premises to the Purchaser/s, if the Purchaser/s brings to the notice of the Developer any defect in the said premises or the building in which the premises are situated or the material used therein or any unauthorized change in the construction of the building then wherever necessary such defects or unauthorized changes shall be rectified by the PROMOTERS/DEVELOPERS at their own cost, PROVIDED no structural/planning alterations are done by the Purchaser/s in the said Premises as handed over by the Developers at possession and as per the MCGM plan.

40. The PROMOTERS/DEVELOPERS, upon obtaining the occupancy Certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Premises, to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the PROMOTERS/DEVELOPERS shall give possession of the Premises to the Purchaser/s. The PROMOTERS/DEVELOPERS agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTERS/DEVELOPERS. The Purchaser/s agree(s) to pay the maintenance charges as determined by the PROMOTERS/DEVELOPERS or association of the Purchasers, as the case may be. The PROMOTERS/DEVELOPERS on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

41. The Purchaser/s shall take physical possession of the said Premises within 15 (Fifteen) days of the PROMOTERS/DEVELOPERS giving written notice to the purchaser intimating that the said premises are ready for use and occupation.

42. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used for the purpose of residence/business. The Purchaser/s shall use the garage or parking space, if allotted, only for purpose of for keeping or parking their own vehicle. It is specifically clarified that the Purchaser/s shall at their own cost and responsibility maintain cleanliness in the said premises as well as its surrounding area so that no nuisance or un-healthy atmosphere is created.

43. Commencing a week after notice in writing is given by the PROMOTERS/DEVELOPERS to the Purchaser/s that the Premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Premises) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/Government, water charges, insurance, common lights, repairs and salaries of clerks, watchmen, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building as may be determined by the Society. The Purchaser/s agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the PROMOTERS/DEVELOPERS provisional minimum monthly contribution towards the outgoings as demanded by the PROMOTERS/DEVELOPERS. The amount so paid by the Purchaser/s to the PROMOTERS/DEVELOPERS shall not carry any interest and remain with the PROMOTERS/DEVELOPERS/ Society, as aforesaid. The Purchaser/s undertakes to pay such monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

44. The Purchaser/s shall on or before delivery of possession of the said premises pay to the PROMOTERS/DEVELOPERS the cost incurred for

meeting the expenses towards Deposit for Electric Meter, Water Meter, Share money application, entrance fee of the Society, cost of getting membership rights of the Co-operative society, Cost of legal charges of this Agreement, Cost towards proportionate development charges coming to share of the said premises ,the cost for meeting all legal expenses, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoters/Developers in connection with preparing and engrossing of this Agreement and other proportionate share of taxes , charges if any within 7 days as and when demanded by the PROMOTERS/DEVELOPERS.

45. The Purchaser/s hereby grants their consent to the PROMOTER/ OWNER/ DEVELOPER for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property in favour of any bank, financial institutions, body, trust persons etc, to enable the PROMOTER/OWNER/DEVELOPER to augment the fund for the PROMOTER/OWNER/DEVELOPER for development of the said Property. The PROMOTER/ OWNER/ DEVELOPER shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said /Organisation formed of all the Purchaser/s in the said buildings.

46. The PROMOTERS/DEVELOPERS hereby represents and warrants to the Purchaser as follows:

- i. The PROMOTERS/DEVELOPERS have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROMOTERS/DEVELOPERS have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTERS/DEVELOPERS have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The PROMOTERS/DEVELOPERS have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The PROMOTERS/DEVELOPERS have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Premises, which will, in any manner, affect the rights of the Purchaser, under this Agreement;

viii. The PROMOTERS/DEVELOPERS confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

ix. The PROMOTERS/DEVELOPERS have duly paid and shall continue to pay and discharge undisputed governmental

dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; till the possession of the new building is given.

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTERS/DEVELOPERS in respect to the project land and/or the Project.

47. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DOTH hereby covenant with the PROMOTERS/DEVELOPERS as follows:

a. To maintain the said Premises at Purchaser's own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

b. Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the premises are situated, including entrances of the building. On account of the negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for all the consequences of the breach.

c. To carry at their own cost all internal repairs of the said premises and maintain the same in good condition and order in which it was delivered by the PROMOTER/DEVELOPER and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside colour scheme of the building in which the Premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the PROMOTER/DEVELOPER. Not to install M.S grills outside the window without prior written consent from PROMOTER/DEVELOPER.

e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said Premises in the compound, gutter or in the portion of the same building.

g. Pay to the PROMOTER/ DEVELOPER within 7 days of demand by the PROMOTER/ DEVELOPER his/her/their share of Security Deposit or additional amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Premises are situated.

h. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchaser/s.

i. The Purchaser/s shall not let, sub-let, transfer, assign or part with the purchaser/s' interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the PROMOTER/DEVELOPER and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser has intimated in writing to the PROMOTER/ DEVELOPER.

j. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k. The Purchaser/s shall permit the PROMOTER/DEVELOPER and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof and do the construction activities, if desired.

48. It is expressly agreed by and between the PROMOTERS/DEVELOPERS and the Purchaser/s and all persons claiming under them that

a) The PROMOTERS/DEVELOPERS shall have the right to make addition and alterations and raise or put the additional structures, as may be permitted by concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property. The Purchaser/s shall not be entitled to claim any rebate and/or concession in the price of her/his Premises on account of additions/alterations made in the building and or right of way, if any granted by the PROMOTERS/DEVELOPERS.

49. If at any time any development and/or betterment charges or other levy are or is charged levied or sought to be recovered by the said Corporation or any Municipality/Government, or any other public body or authority in respect of the said Plot and/or the building the same shall be the responsibility of all purchasers of the said buildings and same shall be borne and paid by all the purchasers in proportion to their respective floor/carpet area of their respective unit.

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

51. Forwarding this Agreement to the Purchasers by the PROMOTERS/DEVELOPERS does not create a binding obligation on the part of the PROMOTERS/DEVELOPERS or the Purchasers until, firstly, the Purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTERS/DEVELOPERS. If the Purchasers fails to execute and deliver to the PROMOTERS/DEVELOPERS this Agreement within 30(thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS/DEVELOPERS, then the

PROMOTERS/DEVELOPERS shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

52. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land / Property or any part thereof. The Purchaser/s shall have no claim save and except the said premises agreed to be sold to him/her and the parking space, open terrace, balance F.S.I., setback area benefit etc. will remain the property of the of the Developer as hereinbefore mentioned.

53. Any delay tolerated or indulgence shown by the PROMOTERS/DEVELOPERS in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the PROMOTERS/DEVELOPERS of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the PROMOTERS/DEVELOPERS.

54. The Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the PROMOTERS /DEVELOPERS will attend such office and admit execution thereof.

55. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D/ under certificate of posting at his/her address specified below-or emailing to the purchaser on his/her email address as specified below.

56. The Purchaser/s shall not be entitled to claim partition or any separate legal document in respect of the premises agreed to be acquired/purchased by him/her.

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

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

58. The PROMOTERS/DEVELOPERS have registered /shall register the said Project under RERA registration number _____ under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as the said "RERA" Act). RERA certificate have been annexed hereto and marked as **Annexure "F"**.

59. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchasers of the flat attached to the terrace Premises and such terrace spaces are intended for the exclusive use of the respective purchaser of flat attached to terrace Premises. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the PROMOTERS/DEVELOPERS and the Society.

60. It is specifically clarified that the PROMOTERS/DEVELOPERS shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in the open portion of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for.

61. The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the PROMOTERS/DEVELOPERS. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

62. The Purchaser/s are aware that stilt car parking, podium car parking and open car parking belong to the PROMOTERS/DEVELOPERS only and the same cannot be used by the purchaser/s unless acquired from the PROMOTERS/DEVELOPERS under a separate allotment letter and or an Agreement is executed by the PROMOTERS/DEVELOPERS. The security of PROMOTERS/DEVELOPERS shall have every right to remove any such car/ vehicles parked by purchasers, from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibilities of Members of the Society to see that, members and/ or the Purchaser/s do not park their cars, on any open area of the said property, to whom, the PROMOTERS/DEVELOPERS have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof.

63. The Purchaser/s shall pay service tax, vat, GST or any government levied tax in future if any in respect of this Agreement. Goods and Service Tax (GST) to be paid by the purchaser along with each installment.

64. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the said RERA Act.

65. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with said RERA Act, i.e. Real Estate (Development and Regulation) Act, 2016.

66. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the PROMOTERS/DEVELOPERS, any agent, employee or representative of the PROMOTERS/DEVELOPERS or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements including sales brochures, models, photographs, videos, illustrations concerning the said Premises between the parties hereto.

67. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

68. Any delay in exercising or enforcing any right or remedy under this Agreement shall not constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

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

70. The prospective society/end use shall preserve and maintain all the documents/plans of the building and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of BMC, The end user/ prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.

71. That the Purchaser will not hold BMC liable for failure of mechanical parking system/car lift in future.

72. That the Purchaser will not hold BMC liable for the proposed inadequate sizes of rooms in future.

73. That the Purchaser will not hold BMC liable for inadequate maneuvering space of car parking and no complaint to BMC in this regard will be made in future.

74. That the dry and wet garbage will be separated and the wet garbage generated in the building will be treated separately on the same plot by the residents / occupants of the building in the jurisdiction of BMC.

75. That the Purchaser is aware that there are 2 no.'s of smaller size multipurpose room in the project and would not object to the same in future.

76. The proposed building is constructed with concession in open space and the Purchaser will not object development of adjoining plot with deficient open spaces.

77. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the PROMOTERS/DEVELOPERS immediately as and when demanded by the PROMOTERS/DEVELOPERS and/ or to the appropriate authorities all the present/ future/ revised/ new Property/

Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax, GST and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the PROMOTERS/DEVELOPERS shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the PROMOTERS/DEVELOPERS shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the PROMOTERS//DEVELOPERS, unless and until the PROMOTERS/DEVELOPERS shall have given to the Purchaser/s 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 this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 2276 sq. Mtrs. as per Property Register Card bearing Survey No. 128, Hissa No. 7/A, CTS No.795 A/1/A of Village Mulund (East), Taluka, Kurla, District Mumbai Sub-urban together with building consisting of three wings of ground plus four upper floors standing thereon and known as MULUND NALINI PREMISES CO-OPERATIVE HOUSING SOCIETY LTD, lying, being and situated at V.B. Phadke Marg, Sane Guruji Nagar, Mulund (East), Mumbai - 400 081 and assessed under T- Ward of Municipal Corporation of Greater Mumbai and bounded as follows,

On or towards the East by : 90 feet wide D.P. Road
On or towards the West by : Property bearing Survey No.128,
Hissa No.11, i.e. property of SBI
Nalanda Co-op. Hsg. Society Ltd.
On or towards the North by : Property bearing Survey No. 128,
Hissa No. 8 & 9 i.e. property of
SBI Shilpa Co-op. Hsg. Soc. Ltd.
On or towards the South by : 30 ft. wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

The Flat/Shop Premises bearing No.____ , admeasuring _____
sq.mtrs. i.e. _____ sq. ft. RERA Carpet area or thereabouts,
located on the ____ floor of the building to be re-developed and known
as "**MANISHA PRIME**", situated at V.B. Phadke Marg, Sane Guruji
Nagar, Mulund (East), Mumbai-400 081, consisting of Stilt/Ground plus
20 upper floors and to be constructed on the property, more
particularly described in the First Schedule hereunder written together
with the benefit of common limited areas and facilities.

SIGNED & DELIVERED
BY THE WITHINNAMED
PROMOTERS/DEVELOPERS
MANISHA ELITE REALTY PVT. LTD
PAN:AAJCM1497R
Through its Director
MR. GIRISH G. NAIDU
In the presence of

SIGNED & DELIVERED
BY THE WITHINNAMED
PURCHASER/s
MR.
PAN:

MRS.

PAN:

In the presence of

RECEIPT

Received from the within named Purchaser _____ a sum of Rs. _____ /-(Rupees _____ only) being part consideration of the said Premises as stated in Clause No. 8 hereinabove, in respect of the **Flat no. _____**, on the _____th floor in the building known as "**MANISHA PRIME**", situated at V.B. Phadke Marg, Sane Guruji Nagar, Mulund (East), Mumbai-400 081, as under .

Cheque No.	Date	Bank	Amount
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WE SAY RECEIVED

MANISHA ELITE REALTY PVT. LTD;
PROMOTERS/DEVELOPERS

Witnesses:

- 1.
- 2.

ANNEXURE-A	Copy of Title Certificate of Advocate
ANNEXURE-B	Authenticated copies of Property Card
ANNEXURE- C	Authenticated copies of the IOD and Authenticated copies of the CC
ANNEXURE-D	Authenticated copies of the plan
ANNEXURE-E	Specification and Amenities of the apartment
ANNEXURE-F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)