

AGREEMENT

ARTICLES OF AGREEMENT made at _____ this ____ day of _____, 2023 BETWEEN,

RAVECHI LIFESPACES LLP (LLPIN: AAN-1970), a Limited Liability Partnership Firm, registered under the provisions of Limited Liability Partnership Act, 2008 and having its Office at Plot No-D/227,TTC Industrial Area, Shirvane-Nerul, Thane-Belapur road, Navi Mumbai, Thane-400 706 represented by its Designated Partner/s **MR.DEVJI VAGHJI PATEL & MR.DEVANG DEVJI PATEL**, hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **FIRST PART**.

AND

1) SHRI. DYANESHWAR DASHRATH PATIL, (PAN No. BELPP9721H), (Aadhaar Card No.9348 2610 5431) and **2) SHRI. BHASKAR DASHRATH PATIL** (PAN No. ASTPP3559J), (Aadhaar Card No.8524 0632 0899), both adults, Indian Inhabitants, having their common address at, Village Beed, Taluka Panvel, Dist.-Raigad, hereinafter referred to as "**THE FIRST CO-PROMOTERS**"

AND

1) SHRI. BHAGWAN BUDHYA PATIL, (PAN No. BKBPP7258R), (Aadhaar Card No.603022030630) and **2) SHRI. PANDHRINATH BUDHYA PATIL**, (PAN No. BJEPP1981K), (Aadhaar Card No. 822619835538), both adults, Indian Inhabitants, having their common address at House no. _____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE SECOND CO-PROMOTERS**"

AND

SHRI. MACHHINDRA GOVIND PATIL (PAN No. AMZPP3607R), (Aadhaar Card No.4696 0293 9769), an adult, Indian Inhabitant, having his address at House no. _____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE THIRD CO-PROMOTER**"

AND

1) SHRI. JANU HASHA GHARAT, (PAN No. AVJP3542P), (Aadhaar Card No.7146 8899 3487), **2) SHRI. RAMKRUSHNA HASHA GHARAT**, (PAN No. AJLPG1629B), (Aadhaar Card No.9724 5139 3485), **3) SHRI. GOPINATH HASHA GHARAT**, (PAN No. AOJP9145F), (Aadhaar Card No.2320 2884 7154), **4) SMT. SHAKUNTALA BHAGWAN THAKUR**, (PAN No. _____), (Aadhaar Card No.9693 9898 7249) and **5) SMT. NARMADA HASHA GHARAT ALIAS NARMADA HANUMAN PATIL**, (PAN No. _____), (Aadhaar Card No.5904 7981 0622), all adults,

Indian Inhabitants, having their common address at House no. ____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE FOURTH CO-PROMOTERS**"

AND

1) SHRI. RAGHUNATH KALYA PATIL, (PAN No.AYUPP9918N), (Aadhaar Card No.4290 1192 5075) and **2) SHRI. SHRIPAT KALYA PATIL**, (PAN No. AYVPP1694A), (Aadhaar Card No.4652 4700 1162), both adults, Indian Inhabitants, having their common address at House no. ____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE FIFTH CO-PROMOTERS**"

AND

SHRI. DATTU GOPAL PATIL, (PAN No. BIPPP4884D), (Aadhaar Card No.6700 2469 5810) **1. SHRI. CHANDRAKANT DATTATREY PATIL** (PAN No. ECWPP9093Q), (Aadhaar Card No. 2726 5855 4586) and **2. SHRI. DNYANESHWAR DATTATREY PATIL** (PAN No. BSEPP1756R), (Aadhaar Card No.8642 1845 8653), the beneficiaries under registered Gift Deed dated 25-07-2022 executed by SHRI. DATTU GOPAL PATIL alias DATTATREY GOPAL PATIL, (PAN No. BIPPP4884D), (Aadhaar Card No.6700 2469 5810),,, allan adults, Indian Inhabitants, having their common his address at House no. 515____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE SIXTH CO-PROMOTERS**"

AND

1) SMT. ASHWINI ASHOK MADHVI, (PAN No. CNBPM1790D), (Aadhaar Card No.3399 5302 8664), **2) SHRI. CHARPAT RAM PATIL**, (PAN No.ASJPP8540K), (Aadhaar Card No.7150 1459 0133), **3) SHRI. CHANDRAKANT RAM PATIL**, (PAN No. APYPP5370D), (Aadhaar Card No.4459 3822 7591), **4) SMT. SUBHADRA HARIDAS JOSHI**, (PAN No._____), (Aadhaar Card No.8551 7148 6353) and **5) SHRI. GAJANAN RAM PATIL**, (PAN No.DGFPP1672D), (Aadhaar Card No.5447 1281 3828), all adults, Indian Inhabitants, having their common address at House no. ____, Village Beed, Taluka Panvel, Raigad, hereinafter referred to as "**THE SEVENTH CO-PROMOTERS**",(which expressions shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns) of the **SECOND PART**

The First Co-Promoters, Second Co-Promoters, Third Co-Promoters, Fourth Co-Promoters, Fifth Co-Promoters, Sixth Co-Promoters and Seventh Co-Promoters, which expressions shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns and be collectively referred to as the **SECOND PART**

Unless singularly referred, the First Co-Promoters, Second Co-Promoters, Third Co-Promoters, Fourth Co-Promoters, Fifth Co-Promoters, Sixth Co-Promoters and Seventh Owners shall be collectively referred to as **"THE CO-PROMOTERS"**.

AND

Mr./Mrs./M/s. _____
of Mumbai, Indian Inhabitant, (PAN NO _____) (Aadhaar no. _____) Residing at _____
hereinafter referred to as **"THE PURCHASER/S"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **THIRD PART**:

[OR]

[If the Purchaser/Allottee is a Company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, duly authorized *vide* board resolution dated _____, hereinafter referred to as the **"THE PURCHASER/S /ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**.

[OR]

[If the Purchaser/Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized *vide* _____, hereinafter referred to as the **"THE PURCHASER/S /ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

[OR]

[If the Purchaser/Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the **"THE PURCHASER/S /ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

WHEREAS:

1. The First Co-Promoters herein are seized and possessed of and well and sufficiently entitled to all the piece and parcel of the land bearing Survey No. 39, Hissa no.3, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H- 23 R- 30 P equivalent to 2330 Square meters or thereabouts (hereinafter referred to as the said First Property) as the sole and absolute Owners thereof.
2. The 7/12 Extract in respect of the said First Property stands in the name of the First Co-Promoters herein and apart from the First Co-Promoters herein, no other person, party or any other relative of the First Co-Promoters herein has/ have any right, title or interest in the said First Property.
3. By a Development Agreement dated 12-03-2019 executed between the First Co-Promoters herein (as the Owners therein), Legal heirs and Representatives of the First Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the First Co-Promoters herein have agreed to jointly develop the said First Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No.3143/2019 dated 12-03-2019.
4. The Second Co-Promoters herein are seized and possessed of and well and sufficiently entitled to all the piece and parcel of the land bearing Survey No. 38, Hissa no.3/B/4/ A, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H- 49 R- 90 P equivalent to 4990 Square meters or thereabouts (hereinafter referred to as the said Second Property), as the sole and absolute Owners thereof.
5. The 7/12 Extract in respect of the said Second Property stands in the name of the Second Co-Promoters herein and apart from the Second Co-Promoters herein, no other person, party or any other relative of the Second Co-Promoters herein has/ have any right, title or interest in the said Second Property.
6. By a Development Agreement dated 12-03-2019 executed between the Second Co-Promoters herein (as the Owners therein), Legal heirs and Representatives of the Second Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the Second Co-Promoters herein have agreed to jointly develop the said Second Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said

Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No.3146 / 2019 dated 12-03-2019.

7. The Third Co-Promoters herein is seized and possessed of and well and sufficiently entitled to all the piece and parcel of the land bearing Survey No. 39, Hissa no.4 (Part), situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, admeasuring 0 H - 32R- 00P equivalent to 3200 Square meters or thereabouts (hereinafter referred to as the said Third Property) as the sole and absolute Owner thereof.

8. The 7/12 Extract in respect of the said Third Property stands in the name of the Third Co-Promoters herein and apart from the Third Co-Promoters herein, no other person, party or any other relative of the Third Co-Promoters herein has any right, title or interest in the said Third Property.

9. By a Development Agreement dated 08-03-2019 executed between the Third Co-Promoters herein (as the Owners therein), Legal heirs and Representatives of the Third Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the Third Co-Promoters herein has agreed to jointly develop the said Third Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No. 3021/ 2019 dated 08-03-2019.

10. The Fourth Co-Promoters herein Smt. Shakuntala Bhagwan Thakur and Smt. Narmada Hasha Gharat Alias Narmada Hanuman Patil were seized and possessed of and sufficiently entitled to all the piece and parcel of the land bearing (i) Survey No. 39, Hissa no.1, (ii) Survey No. 39, Hissa no. 2, (iii) Survey No. 41, Hissa No. 2, (iv) Survey No. 41, Hissa No. 3, situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, cumulatively admeasuring 0 H - 36R- 8P equivalent to 3680 Square meters or thereabouts (hereinafter collectively referred to as the said Fourth Property) as the sole and absolute Owners thereof.

11. By a Release Deed dated 14th September 2022 executed between the aforesaid Smt. Shakuntala Bhagwan Thakur and Smt. Narmada Hasha Gharat Alias Narmada Hanuman Patil (as the Releasors therein) and the Fourth Co-Promoters herein (Releasees therein), the said Smt. Shakuntala Bhagwan Thakur and Smt. Narmada Hasha Gharat Alias Narmada Hanuman Patil have released in favour of the Fourth Co-Promoters herein all their respective share, right, interest and title in respect of the said Fourth Property upon such terms and conditions as are mentioned therein. The

said Release Deed bearing document no.14998/2022 duly registered before the office of Sub registrar of Assurance at Panvel-5 Sub Registrar.

12. The 7/12 Extract in respect of the said Fourth Property stands in the name of the Fourth Co-Promoters herein and apart from the Fourth Co-Promoters herein, no other person, party or any other relative of the Fourth Co-Promoters herein has/ have any right, title or interest in the said Fourth Property.

13. By a Development Agreement dated 12-03-2019 executed between the Fourth Co-Promoters herein (as the Owners therein), Legal heirs and Representatives of the Fourth Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the Fourth Co-Promoters herein have agreed to jointly develop the said Fourth Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No. 3145/2019 dated 12-03-2019.

14. The Fifth Co-Promoters herein are seized and possessed of and well and sufficiently entitled to all the piece and parcel of the land bearing Survey No. 42, Hissa no.3B, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 00 H- 23 R- 30 P equivalent to 2330 Square meters or thereabouts (hereinafter referred to as the said Fifth Property) as the sole and absolute Owners thereof.

15. The 7/12 Extract in respect of the said Fifth Property stands in the name of the Fifth Co-Promoters herein and apart from the Fifth Co-Promoters herein, no other person, party or any other relative of the Fifth Co-Promoters herein has/ have any right, title or interest in the said Fifth Property.

16. By a Development Agreement dated 12-03-2019 executed between the Fifth Co-Promoters herein (as the Owners therein), Legal heirs and Representatives of the Fifth Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the Fifth Co-Promoters herein have agreed to jointly develop the said Fifth Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No. 3150/2019 dated 12-03-2019.

17. One Shri. Dattu Gopal Patil Alias Dattatreya Gopal Patil, being the Sixth Co-Promoters herein is seized and possessed of and well and sufficiently entitled to all the

piece and parcel of the land bearing Survey No. 42, Hissa no.3C, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H- 55 R- 10 P equivalent to 5510 Square meters or thereabouts (hereinafter referred to as the said Sixth Property) as the sole and absolute Owner thereof, has executed a Gift Deed dated 25-07-2022 registered under serial no. 12240-2022 on 25-07-2022, transferring all his rights, title and interests in respect of the said Sixth Property as gift to his sons, i.e., the Sixth Co-Promoters herein. Thus, the Sixth Co-Promoters herein, being the beneficiaries under registered Gift Deed dated 25-07-2022, are the Owners in respect of the said Sixth Property.

18. The 7/12 Extract in respect of the said Sixth Property stands in the name of the Sixth Co-Promoters herein and apart from the Sixth Co-Promoters herein, no other person, party or any other relative of the Sixth Co-Promoters herein has any right, title or interest in the said Sixth Property.

19. By a Development Agreement dated 11-03-2019 executed between the Sixth Co-Promoters herein (as the Owner therein), Legal heirs and Representatives of the Sixth Co-Promoters herein (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the Sixth Co-Promoters herein has agreed to jointly develop the said Sixth Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No.3085/2019 dated 11-03-2019.

20. The Seventh Co-Promoters herein, along with Smt. Ashwini Ashok Madhvi and Smt. Subhadra Haridas Joshi, were seized and possessed of and sufficiently entitled to all the piece and parcel of the land bearing (i) Survey No. 39, Hissa no.4 (Part) and (ii) Survey No. 40, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, aggregately admeasuring 0 H- 32 R- 30 P equivalent to 3230 Square meters or thereabouts (hereinafter referred to as the said Seventh Property) as the sole and absolute Owners thereof.

21. By a Release Deed dated 29-06-2022 executed between the aforesaid Smt. Ashwini Ashok Madhvi and Smt. Subhadra Haridas Joshi (as the Releasers therein) and the Seventh Co-Promoters herein (Releasees therein), the said Smt. Ashwini Ashok Madhvi and Smt. Subhadra Haridas Joshi, have released in favour of the Seventh Co-Promoters herein all their respective share, right, interest and title in respect of the said Seventh Property upon such terms and conditions as are mentioned therein. The said Release Deed is registered with the Sub-Registrar of Assurances under Sr. No. 10786/2022 dated 30-06-2022.

22. The 7/12 Extract in respect of the said Seventh Property stands in the name of the Seventh Co-Promoters herein and apart from the said Seventh Owners, no other person, party or any other relative of the said Seventh Owners has/ have any right, title or interest in the said Seventh Property.

23. By a Development Agreement dated 11-03-2019 executed between the said Seventh Owners (as the Owners therein), Heirs of the said Seventh Owners (as the Confirming Party therein) and the Promoters herein (as the Developers therein), the said Seventh Owners have agreed to jointly develop the said Seventh Property with the Promoters herein for such consideration and upon such terms and conditions as mentioned therein. The said Development Agreement is registered with the Sub-Registrar of Assurances under Sr. No. Sr.No.3086/2019 dated 11-03-2019.

24. The said First Property, Second Property, Third Property, Fourth Property, Fifth Property, Sixth Property and Seventh Property are hereinafter collectively referred to as the **"said Property"** and is more particularly described in the First Schedule hereunder written.

25. The 7/12 Extracts in respect of the said Property stand in the name of the First Co-Promoters, Second Co-Promoters, Third Co-Promoters herein, Fourth Co-Promoters herein, Fifth Co-Promoters herein, Sixth Co-Promoters herein and Seventh Owners respectively. The copies of 7/12 Extracts in respect of the said Property are annexed hereto and marked **Annexure "A (Colly)"**.

26. The Panvel Municipal Corporation vide its Letter dated 27-12-2022 intimated the Promoters regarding the payment towards the charges including the (i) Ancillary Premium charges, (ii) Premium FSI charges, (iii) Amalgamation Charges, (iv) Development Charges and (v) other relevant charges in respect of the said Property as mentioned therein. The Promoters have, pursuant to the aforesaid Letter dated 27-12-2021, under diverse receipts paid the aforesaid charges including the Ancillary Premium charges, Premium FSI charges, Amalgamation Charges, Development charges, Security deposit and such other charges as mentioned in the said Letter. Pursuant thereto, the said First Property, Second Property, Third Property, Fourth Property, Fifth Property, Sixth Property and Seventh Property cumulatively admeasuring 25270 Square Meters has been amalgamated and the amalgamated property is more particularly described in the Second Schedule hereunderwritten.

27. In the above circumstances, the Promoters herein are entitled to develop the said Property by constructing Building/s as per the building plans sanctioned by

the concerned authority and subject to terms and conditions of the said Development Agreements with the respective aforesaid Co-Promoters.

28. As per the terms of the aforesaid Development Agreements, the Promoters are entitled to the flats /shops/ premises as specified therein (hereinafter referred to as the "said Promoter's entitlement") and likewise the Co-Promoters herein are also entitled to the flats/ shops/ premises as specified therein (hereinafter referred to as the "said Co-Promoter's entitlement") with each of them respectively having the rights to alienate or encumber such flats/shops/ premises forming part of their respective entitlement. The flat/shop/premises hereby agreed to be sold is from and out of the said Promoter's entitlement and consequently all financial dealings of and pertaining to this Agreement up to the stage of handing over of possession of the flat/shop/premises shall be done by Purchasers herein exclusively with the Promoters herein. Consequently, wherever context permits, reference hereunder to the Promoters shall mean and refer only to the Promoters and to the exclusion of the Co-Promoters in respect of Agreements for Sale of flats/shops from and out of the said Promoter's entitlement.

29. As mutually agreed between the Promoters and each of the Co-Promoters herein, all of the Co-Promoters herein have executed separate Irrevocable Power of Attorney, Specific power of attorney in favour of the Promoters herein authorizing the Promoters herein to do such acts, deeds, matters and things as more particularly mentioned in the said Power of Attorney including the power and authority to execute and lodge for registration this Agreement for and on the behalf of the Co-Promoters herein. All the said Power of Attorney are registered with the Sub-Registrar of Assurances. The details whereof are given herein below:

Sr. No.	Survey No.	Date of Execution	Executing Parties	Registration no. and date of registration
1.	39 / 3	12/03/2019	The First Co-Promoters herein in favour of the Promoters.	PVL-2/3144 / 2019 on 12-03-2019
2.	38 / 3 / B / 4 / A	12/03/2019	The Second Co-Promoters herein in favour of the Promoters.	PVL-2/3149 / 2019 on 12-03-2019
3.	39 / 4 (PART)	08/03/2019	The Third Co-Promoters herein in favour of the Promoters.	PVL-2/3024 / 2019 on 08-03-2019
4.	39 / 1 39 / 2 41 / 2 41 / 3	12/03/2019	The Fourth Co-Promoters herein in favour of the Promoters.	PVL-2/3147 / 2019 on 12-03-2019

5.	42 / 3 B	12/03/2019	The Fifth Co-Promoters herein in favour of the Promoters.	PVL-2/3151 / 2019 on 12-03-2019
6.	42 / 3 / C	11-03-2019	The Sixth Co-Promoters herein in favour of the Promoters.	PVL-2/3087 / 2019 on 11-03-2019
7.	39 / 4 (PART) & 40	11-03-2019	The Seventh Co-Promoters herein in favour of the Promoters.	PVL-2/3088 / 2019 on 11-03-2019

30. Further, by various registered Supplemental Agreements the Co-Promoters and the Promoters herein have identified / demarcated and earmarked the total constructed area in the form of Flats/Offices/Shops on the said Property forming the part of the said Co-Promoter's Entitlement and the said Developer's Entitlement upon such terms and conditions as are mentioned therein.

31. Pursuant to the said various registered Supplemental Agreements and as mutually agreed between the Promoters and the Co-Promoters herein, all the Co-Promoters herein (as the Donors therein) have executed a various specific Power of Attorney in favour of the Promoters herein authorizing the Promoters herein to do such acts, deeds, matters and things as more particularly mentioned in the said Power of Attorney including the power and authority to sign, sale, issue and execute all Agreements for Sale / Deeds of Cancellation / Declarations/ Deeds of Rectification etc. in respect of the Flats / Office/ Shops to be constructed on the said Property that shall be forming the part of the said Co-Promoters Entitlement and lodge for registration this Agreement and all other relevant deeds and documents that may be executed in respect of the Flats / Office/ Shops to be constructed on the said Property that shall be forming the part of the said Co-Promoters Entitlement for and on the behalf of the Co-Promoters herein.

The details whereof of the various registered supplemental agreements and various specific Power of Attorneys are given herein below:

Sr. No.	Survey No.	Executing Parties	Supplemental Agreement Registration no. and date of registration	Specific Power of Attorney Registration no. and date of registration
1.	39 / 3	The First Co-Promoters herein in favour of the Promoters.	PVL-3/7310/ 2023 24-04-2023	PVL-3/7311/2023 24/04/2023
2.	38 / 3 / B / 4 / A	The Second Co-Promoters herein in favour of the Promoters.	PVL-3/7307/2023 24-04-2023	PVL-3/7308/2023 24/04/2023
3.	39 / 4 (PART)	The Third Co-Promoters herein in favour of the Promoters.	PVL-5/5894/2023 11-04-2023	PVL-5/5895/2023 11/04/2023
4.	39 / 1 39 / 2 41 / 2 41 / 3	The Fourth Co-Promoters herein in favour of the Promoters.	PVL-5/6469/2023 20-04-2023	PVL-5/6470/2023 20/04/2023

5.	42 / 3 B	The Fifth Co-Promoters herein in favour of the Promoters.	PVL-3/6974/2023 19-04-2023	PVL-3/6977/2023 19/04/2023
6.	42 / 3 / C	The Sixth Co-Promoters herein in favour of the Promoters.	PVL-5/6485/2023 20-04-2023	PVL-5/6486/2023 20/04/2023
7.	39 / 4 (PART) & 40	The Seventh Co-Promoters herein in favour of the Promoters.	PVL-5/6495/ 2023 20-04-2023	PVL-5/6497/2023 20/04/2023

32. The Promoters, through their Architect “**A CUBE ARCHITECTS**”, having their address at Plot no 8, 1204, 12th floor, Ellora Fiesta, Dr. B R Ambedkar Marg, Sector 11, Juinagar, Navi Mumbai, Maharashtra 400705, have prepared building plans by utilizing permissible FSI available on the said Property, by proposing to construct a Residential cum Commercial Building on the said Property (hereinafter referred to as the said Entire Layout). The Promoters have submitted to the Panvel Municipal Corporation and other authorities the building plans, specifications and designs for the said Property. The Panvel Municipal Corporation and other authorities has sanctioned the Building plans, specifications and designs submitted by the Promoters and granted its Commencement Certificate and Development permission vide its letter dated 02-02-2023 having reference no. PMC/TP/Beed/38/3/B/4/A & other /21-23/16109/290/2023 to initially construct 3 Buildings, whereby Building 1 (Ground + 1 Upper Floor), Building 2 (Ground + Amenity+ 29 Upper Floor) & Building 3 (Basement + Stilt+12 Upper Floor Parking + Amenity) (hereinafter referred to as the said **Layout**). The copy of the said Commencement Certificate dated 2nd February, 2023 and building permission is annexed hereto and marked as **Annexure “B-Colly”**.

33. The Commencement Certificate and the Building permission granted by the Panvel Municipal Corporation has been granted under the provisions of Unified Development Control and Promotion Regulation (UDCPR) which has come into effect from 03/02/2020. However, the Panvel Municipal Corporation has not presently issued the Commencement Certificate for the total permissible area/ FSI available on the said Property hence, an additional FSI is available over & above the present FSI available on the said Property. Such additional FSI shall be utilized by the Promoters by constructing additional Floors/ premises/ increasing the carpet area of the Flats and Shops in the said Project. The Purchaser/s have been informed about such change proposed in the Project for which the Promoters shall obtain the Amended / Revised Commencement Certificate for utilizing such additional FSI. The said changes suggested herein are provisional and tentative changes and the Promoters herein reserve their right to carry out such other and additional changes as the Promoters may deem fit, necessary and proper in their absolute discretion. The Purchaser/s herein has/ have consented for the same willingly and shall have no objection in this regard. The Promoters have planned to eventually construct 6 (Six) Buildings comprising of (i) 4 (Four) Residential Buildings, (ii) 1 (One) Commercial Building and (iii) 1 (One) Building for Car Parking by utilizing the entire permissible FSI on the said Property, for which they are securing the relevant clearances from the Ministry of Environment & Forests

(MoEF). The Promoters have further informed the Purchaser/s and the Purchaser/s is/ are aware that as per clause 6 (B) and (C) of the respective Development Agreements executed between the respective Owners and the Promoters herein, the Promoters herein are entitled to develop the adjoining lands to the said Property and to amalgamate the adjoining lands with the said Property. The Promoters have further informed the Purchaser/s that upon such further amalgamation, the Promoters shall be entitled to prepare and submit to Panvel Municipal Corporation the revised Building plans and obtain the necessary permissions, sanctions and NOCs including Revised/ Amended Commencement Certificate and such other permissions as shall be required and to develop the said Property together with the adjoining Property in accordance with such Revised/ Amended Commencement certificate that the Promoters may receive in this regard. All the required changes, alterations, modifications that the Panvel Municipal Corporation shall sanction, shall be binding on the Purchaser/s herein and their nominees. The Purchaser/s is / are informed and is / are aware and hereby accept/s that the Promoters are free and entitled to amend and/or modify the said plans and add to the said Building/ Complex as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat/Shop agreed to be purchased by the Purchaser/s hereunder.

34. The Promoters have appointed "ASCENT STRUCTURAL ENGINEERS PVT. LTD.", having their address at 212, Blue Rose Industrial Estate, Near Metro Mall, Western Express High way, Borivali (East) Mumbai, Maharashtra 400 066. as RCC Consultants and have entered into standard Agreement for carrying out construction of the said Building and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s.

35. The Panvel Municipal Corporation vide its letter of Approvability for building proposed under V.P. No. S11/0186/18 (LOI) dated 10th March 2022 bearing no.PMC/TP/Beed/38/3/B/4/A & other/21-22/16109/555/2022, has specified the layout plan and the said Property is earmarked for the purpose of building a Residential cum Commercial Complex Project of 6 (Six) Buildings comprising of 4 (Four) Residential Buildings, 1 (One) Commercial Building and 1 (One) Building for Car Parking, wherein (A) Each Residential Building shall consists of Ground + 50 Upper Floors, whereby (i) Ground Floor is reserved for Car Parking, (ii) and First Floor is reserved for Podium and (iii) Second Floor onwards is reserved for Residential Flats, (B) Commercial Building shall consists of Ground + Seven upper Floors, whereby (i) Ground Floor is reserved for Car Parking and (ii) First Floor onwards is reserved for Commercial Shops/ Units, and (C) Building for Car Parking shall consists of Ground + Twelve Floors reserved for Car Parking spaces (hereinafter referred to as the said Entire Layout) and the said Buildings/ Complex shall be known as "SHREEJI DIVINE".

36. The Promoters herein have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on 17th March, 2022 under registration no. P52000034060. The copy of Certificate of Registration of the said Project is annexed hereto and marked as **Annexure "C"**.

37. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Property by constructing a Building to be used for Residential/ Commercial purposes and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters at their own discretion.

38. The Purchaser/s has/ have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by the Panvel Municipal Corporation and / or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. The Entire Layout Plan of the said Property is annexed hereto and marked as **Annexure "D"**.

39. The Report on Title issued by Advocate Rajendra Singh, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "E"**. The Purchaser/s has/ have also prior to the execution of this Agreement for himself / herself / themselves satisfied about the right and title of the Promoters to the said Property, the right of the Promoters to develop the said Property and to construct the said proposed Complex/Building on the said Property more particularly described in the First Schedule hereunder written. The Purchaser/ has / have, by virtue of his / her / them having executed this Agreement, is deemed to have accepted the title of the Promoters to the said Property as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

40. The Purchaser/s has / have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

- a. All Development Agreements in respect of the said Property.
- b. All Power of Attorney in favour of Promoters.
- c. Supplemental Agreement in respect of the said Property.
- d. 7/12 Extracts.
- e. All Mutation Entries.

- f. Commencement Certificate dated 02/02/2023.
- g. Entire Layout Plan of the said Property.
- h. Report on Title issued by Advocate Rajendra Singh, Advocate High Court.
- i. RERA Registration Certificate of the Project.
- j. All the other deeds and documents uploaded on MahaRERA website.
- k. All other relevant documents, letters, papers and writings referred to herein.

l. All plans sanctioned by the Panvel Municipal Corporation and other authorities, the designs, specifications etc., submitted to Panvel Municipal Corporation, and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

m. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.

41. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoters to the said Property, the Purchaser/s has/ have applied to the Promoters for allotment of and hereby agree/s to purchase Flat/Shop No. _____ on the _____ Floor, in Building _____, admeasuring about _____ Square meters or thereabouts (Carpet Area) in the Project known as "**SHREEJI DIVINE**" which is to be constructed on the said Property (hereinafter referred to as "the said premises" and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____ Only). The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure "F"** The said premises is forming the part of the said Promoter's entitlement and is identified, earmarked & allotted to Promoters herein, hence the Promoters herein have full right and absolute authority to sell the said premises to the Purchaser/s. The said carpet area is inclusive of unfinished wall surface, area under RCC Column and shear wall and other such structural members of the premises in the Building on the said Property being constructed thereof.

42. The Promoters have further represented that as per the sanctioned Building plans, Panvel Municipal Corporation has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked **Annexure "G"**. The Promoters have paid necessary premium / charges to the Panvel Municipal Corporation for getting the sanction of the said additional areas from the Panvel Municipal Corporation. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s

43. The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises.

44. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

45. All the Parties hereto confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

46. Now the Parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have inspected the Agreements, Sanctioned Plans, and other relevant documents required to be given by the Promoters/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said Property and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the Panvel Municipal Corporation and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents

/ correspondence with Panvel Municipal Corporation / other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the Panvel Municipal Corporation / other concerned authorities or the Promoters. The Purchaser/s has/have, prior to execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters to the said Property described in the First Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate, the title of the Promoters and no requisitions or objections shall be raised on any matter relating thereto.

3. ADDITIONS AND ALTERATIONS:

The Promoters shall under normal conditions construct building/s on the said Property in accordance with the said plans and specifications duly approved and sanctioned by the Panvel Municipal Corporation and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by Panvel Municipal Corporation / other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Property. The Promoters shall keep the said revised plans and specifications at the office of the Promoters/ Co-Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat / Shop No. _____ on the _____ Floor, in Building _____, admeasuring about _____ Square feet equivalent to _____ Square meters or thereabouts (Carpet Area) in the Project known as " **SHREEJI DIVINE**" which is to be constructed on the said Property and *pro rata* share in the common areas [("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____ Only). The said premises is forming the part of the said Promoter's entitlement, hence the Promoters have full right and absolute authority to sell the said premises to the Purchaser/s and as mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & marked as **ANNEXURE "HI"** (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly

mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters] payable additionally in accordance with the rules, regulations and notifications applicable at the relevant time upto the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Promoters shall be increased/reduced based on such change / modification.

4 (c) The Promoters have further represented that as per the sanctioned Building plans, Panvel Municipal Corporation has sanctioned certain additional areas as permitted under revised UDCPR. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked Annexure "HG". The Promoters have paid necessary premium / charges to the Panvel Municipal Corporation for getting the sanction of the said additional areas from the Panvel Municipal Corporation. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

4 (d) The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by Panvel Municipal Corporation as mentioned herein above shall be final and binding on the parties hereto.

4 (e) The Promoters shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.

4 (f) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoters agrees that while raising a demand on the Purchaser(s) / Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s) / Allottee(s), which shall only be applicable on subsequent payments.

4 (g) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further,

the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap, then Promoters shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

4 (h) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats/Shops by the Promoters and / or development of the said Property by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (i) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated

period. The Limited Liability Partnership Identification Number (LLPIN) of the Promoters is **AAN-1970** and the Purchaser/s shall deposit the TDS in the said LLPIN and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. Provided however, if no credit is available to the Promoters, then the same shall be reimbursed by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (h) It is expressly agreed by and between the parties that in case of sale of respective entitlement of Promoters and / or Co-Promoters to the respective Purchaser/s, all the statutory liability concerning the Income Tax under the Income Tax Act, 1961 shall be borne by the respective parties individually.

5. MODE OF PAYMENT:

The payment of all the above installments / payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **RAVECHI LIFESPACES LLP** Account no.0123102000043661, with IDBI Bank Ltd. ,Vashi Branch" and shall be sent to Office of Promoters at Plot No-D/227,TTC Industrial Area, Shirvane-Nerul, Thane-Belapur road, Navi Mumbai, Thane-400 706 either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6 (a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule annexed hereto as **Annexure "H"** (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the

balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6 (b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of contract and shall be governed as per the terms of this Agreement. Notwithstanding the Schedule of payments mentioned in this Agreement, if the Purchaser/s makes any advance payment or additional payment not due at the time or receipt of this payment, then any such advance shall be adjusted in the immediate next installment. No interest / compensation / rebate / adjustment shall be paid/made by the Promoter for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case, if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/ defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct 10% of the said total consideration of the said premises, the interest accrued on the defaulted payments such amounts as may be permissible under the provisions of RERA and / or the Circulars and Notifications passed thereunder and refund the balance amount (if any) to the Purchaser/s within a stipulated period under Law. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/ have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken

and also NOC in favour of the Promoters to resell the said premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6 (c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein in consultation with the Co-Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the entire layout and execute Deed of Conveyance in favour of such Co-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law.

6 (d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

7. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the Promoters are proposing to provide the external common amenities including Club house, Gym, Play area for Kids, first floor podium amenities in the said Project together with a Society Office in the said Project, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper or upon the Society formation, the management may be entrusted to the Society / Ultimate Organization of Purchasers that shall be formed.

8. It is made clear by the Promoters and the Purchaser(s) / Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

9. **CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):**

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit such amounts as may be permissible under the provisions of RERA and / or the Circulars and Notifications passed thereunder 10% of the total consideration for the allotment. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoters to the Purchaser(s) / Allottee(s) within a stipulated period under Law) within 45 days of such cancellation without any interest as per the provisions of clause 6 (b) hereof. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof. In this case, the Purchaser/s will not be entitled to any claim / taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.

10. The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE "I".

11. **RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:**

The Purchaser/s hereby agree, declare and confirm that the Promoters shall have irrevocable rights for the purpose as set out herein below & the Promoters shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoters such right / authority to the Promoters for the purpose as set out herein below:

a. At present, the Promoters have obtained the Commencement Certificate for the part permissible area of 75611.756 Square Meters to initially construct 3 (Three) Buildings together with the Amenity area/ space (hereinafter collectively referred to as the said "Sanctioned Buildings/ Layout") on the said Property and the Promoters hereby reserve with themselves full right and absolute authority to revise the building

plans and utilize the balance/ entire permissible FSI (including additional FSI that may be available on the said Property) either by way of (i) Base FSI together with the (ii) additional/ Fungible premium FSI, (iii) additional Ancillary FSI permissible, (iv) enhancement of base FSI and (v) additional TDR along with (vi) proportionate additional Ancillary FSI on the said Property under the Development Control Regulation/ Unified Development Control and Promotion Regulation (UDCPR) applicable to the said Project (hereinafter referred to as the said **Total Permissible FSI**) available on the said Property in such manner as the Promoters may deem fit, necessary and proper. Upon compliance of the necessary formalities and after obtaining necessary NOC / Sanction, the Promoters shall submit Revised Building Plan to Panvel Municipal Corporation by proposing to utilize the entire balance unutilized FSI/ additional FSI that may be permissible on the said Property by constructing additional Buildings on the said Property or additional premises/ Floors in sanctioned Buildings on the said Property (hereinafter referred to as the said additional construction) constructing additional Flats/ Shops by consuming the developable potential of the said Property. The Purchaser(s) has/ have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that as are mutually agreed between them in the aforesaid Development Agreements. The Promoters have specifically informed the Purchaser/s and the Purchaser/s is/are aware that the right of the Purchaser/s is/are restricted only to the said premises and the common areas as defined under Real Estate (Regulation and Development) Act, 2016 and the Promoters shall be entitled to carry on construction on the said Property in such manner and with such sanctioned Building plans / revised Building Plan and by providing such amenities as the Promoters may deem fit, necessary and proper in their sole and absolute discretion.

(b) The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that as per clause 6 (B) and (C) of the respective Development Agreements executed between the respective Owners and the Promoters herein, the Promoters herein are entitled to develop the adjoining lands to the said Property and to amalgamate the adjoining lands with the said Property. The Promoters have further informed the Purchaser/s that upon such further amalgamation, the Promoters shall be entitled to prepare and submit to Panvel Municipal Corporation the revised Building plans and obtain the necessary permissions, sanctions and NOCs including Revised/ Amended Commencement Certificate and such other permissions as shall be required and to develop the said Property together with the adjoining Property in accordance with such Revised/ Amended Commencement certificate that the Promoters may receive in this regard. All the required changes, alterations, modifications that the Panvel Municipal Corporation shall sanction, shall be binding on the Purchaser/s herein and their nominees.

(c) Save as mentioned in Clause 11 (a) hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said Property has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be

available in respect of the said Property or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said Property in accordance with the Act and Rules, as the Promoters shall think fit and proper.

(d) In case, the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case, while developing the said Property, the Promoters have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Sanctioning Authorities.

(e) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Property by constructing Building/s to be used for permissible users/ purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities.

(f) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(g) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(h) The Promoters hereby reserve full right and absolute authorities to utilize the balance/ entire FSI, additional FSI, TDR or any incremental FSI / building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters and the Co-Promoters shall be entitled to sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said Property, be entitled to sell such additional premises/ tenements for such

permissible uses for such consideration and on such similar terms as are mutually agreed between them in the aforesaid Development Agreements.

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Property, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoters, even after the execution of the Deed of Conveyance in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Deed of Conveyance reserving with themselves all such rights, title, interest in the said Property in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Property. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(j) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give his / her / their irrevocable consent that the Promoters shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said Property or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said Property or any other lands at anytime hereafter in future by reserving such rights in Deed of Conveyance or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the Panvel Municipal Corporation and/or any other authorities and such additions of additional structures or floors or storeys or Premises shall be the sole and absolute right and entitlement of the Promoters shall be fully entitled to sell, deal with and dispose of the same to any person/s on such similar terms as are mutually agreed between them in the aforesaid Development Agreements.

(k) The Purchaser/s hereby agree/s and undertake/s to execute /deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

(l) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the Panvel Municipal Corporation or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of

Occupation Certificate from Panvel Municipal Corporation the same shall be carried out and complied with by the Purchaser/s at his / her / their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential / Commercial purposes and he/she/they shall not change the user of the premises.

13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Promoters as follows:

- a. To pay to the Promoters such amounts as shall be required to pay to Panvel Municipal Corporation / other concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by Panvel Municipal Corporation / other concerned authority in this regard.
- b. To maintain the said premises at his / her / their own costs, charges & expenses in good tenable repair & conditions from the date receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change / alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.
- c. Not to store in the said premises any goods / articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default.

d. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the Panvel Municipal Corporation or other Concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which the Promoters shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

e. The Purchaser/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

f. Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if Panvel Municipal Corporation or any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoters may be entitled under the Act and Rules.

g. To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in

elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoters or the Society.

- h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- i. Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Property and building in which the premises is situated.
- j. The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/ them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoters.
- k. That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body / authority or Government. The Purchaser/s shall also observe / perform all stipulations / conditions as laid down by the said society regarding the use / occupation of the said premises in the building & shall contribute punctually towards taxes and other dues / outgoings in accordance with the terms of this Agreement.
- l. Till the Deed of Conveyance of the said Property along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI / Development potential of the said Property, the Purchaser/s shall permit the Promoters, their servants and

agents, with or without workmen, at all reasonable times, to enter into and upon the said Property & building or any part thereof to view the state and conditions thereof.

- m. During the course of construction, if the Purchaser/s is/are desirous of visiting the said Property, the Purchaser/s shall obtain a written permission from the Promoters. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.
- n. In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- o. The Purchaser/s/ Allottee/s shall not do or suffer to be done anything in the premises, which is or is likely to be a nuisance or annoyance to other occupants of the neighbouring premises in any manner whatsoever. The Purchaser/s/ Allottee/s shall not do or cause or allow or permit to be done in or around the premises anything illegal or immoral in nature.
- (p) Pending the payment of the entire consideration as set out hereinabove, the Purchaser/s/ Allottee/s shall not transfer, assign or induct any third party or create any third party interest in the said premises or any part or portion thereof without the prior written permission of the Promoters. All the legal and administrative costs incurred by the Promoters in this regard shall be borne and payable by the Purchaser/s / Allottee/s herein.
- (q) The Purchaser/s/ Allottee/s shall keep and maintain and use the said premises in good order and condition.
- (r) The Purchaser/s/ Allottee/s shall permit the Promoters/PMC, their authorized representatives to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchaser/s/ Allottee/s 24 hours prior notice thereof.
- (s) The Purchaser/s/ Allottee/s undertake/s not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant Building Rules and Bye-laws. It is clarified that the Purchaser/s/ Allottee/s shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent, etc., from Panvel

Municipal Corporation or civic body and other concerned authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchaser/s/ Allottee/s undertake/s to indemnify and keep indemnified the Promoters from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoters in respect of the said premises.

(t) The Purchaser/s/ Allottee/s shall at the request of the Promoters/PMC produce for inspection by the Promoters/PMC all such licenses, permissions, etc. prescribed by any provision or any law or rule or regulation for the purpose of running the said all-purpose Unit/s for the aforesaid business.

(u) The Purchaser/s/ Allottee/s shall abide by all the rules and regulations framed by the Promoters or PMC from time to time and prescribed under the fit-out guide as modified from time to time, and confirm that the said rules and regulations of the PMC and the fit-out guide form part of this Agreement.

(v) The Purchaser/s/ Allottee/s agree and confirm that the rights granted to the Purchaser/s/ Allottee/s under this Agreement are limited and restricted to the use of the said premises only and the Purchaser/s/ Allottee/s is not in any manner concerned with the balance area of the Project and the Promoters are entitled to deal with the said area in any manner whatsoever

14. During the construction work of the said Building / wing(s), the Promoters can commence the work on any floor or Premises or any particular wing(s) / Building as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall:

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the aesthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b. Not put or place flower pots, Vases or any plantations outside the Windows.

c. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings etc.

d. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

e. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighbouring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

f. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

g. The work shall be permitted only between 10.30 a.m. to 6.00 p.m. strictly.

16. The Promoters have provided the necessary parking space on the Ground floor of the Buildings namely, Building 1 and Building 2 in the said Project plus a separate building for parking namely Building 3 in the said Project, consisting of Basement + Stilt/Ground + 12 Upper floors reserved for parking which has been approved by the Panvel Municipal Corporation and other authorities. Further, the Promoters have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by

the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.

c. The Purchaser/s hereby further undertake/s that at the point of time when there is Deed of Conveyance being prepared, the Purchaser/s shall add the above mentioned conditions in the Deed of Conveyance.

d. This clause shall be binding on the entire Society and its members.

17. INDEMNITY:

The Purchaser/s/Allottee/s hereby agree to indemnify and keep indemnify the Promoters/ Co-Promoters against any claim or loss or damage that the Promoters / Co-Promoters may sustain or suffer or any costs, charges and expenses the Promoters/Project Management Company may incur or for which the Promoters/Co-Promoters/Project Management Company may become or be held liable or responsible, if any of their Purchaser/s or anyone else including any public authorities should hold them responsible or liable for payment of any loss or damage or costs, charges or expenses or any proceedings of any nature whatsoever arising out of any act, deed, matter or thing done or not done or committed or any negligence or default or breach of promise or contract or violation on the part of the erstwhile Owners / or their representatives, in the course of rendering services or otherwise to the Purchasers of the Promoters /Project Management Company or otherwise.

18. HANDING OVER POSSESSION:

18 (a) The possession of the said premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from the Panvel Municipal Corporation or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by Panvel Municipal Corporation / other concerned authorities and the Electric connection and meter are to be provided by the MSEDCL / other concerned authorities, the Promoters shall not be held liable or responsible for any delay caused by Panvel Municipal Corporation / other concerned authorities in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL/ other concerned authorities in providing Electricity. The Promoters shall give possession of the said premises to the Purchaser/s on or before 31/12/2028, subject to Force Majeure and reasons beyond the Control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, order, notification of the Government and / or other public or competent authority.
- iii. Civil commotion, agitation by local persons, strike (full or partial).
- iv. Non availability of any vital building material including cement, steel, sand.

- v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Property.
- vi. Any suit, action, litigation, disputes restraining the development of the said Property.
- vii. Any change in any law, notification, and regulation relating to the development of the said Project.
- viii. Any delay that may be caused by Panvel Municipal Corporation.
- ix. Total duration of any epidemic, pandemic, or any serious health concern or any disease or illness as a result whereof the Promoters are compelled to keep the site closed either as per Government guidelines or for safety and health concerns of the persons employed in the said Project.
- x. And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

18 (b) PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the Full Occupancy Certificate from the competent Authority and upon the Purchaser/s/ Allottee/s making the entire payment towards the cost of the said Premises and other charges payable by him/her/them under this Agreement and upon the Purchaser/s/ Allottee/s having complied with all the terms of this Agreement shall offer the Purchaser/s in writing the possession of the said premises. The Purchaser/s shall be liable and responsible to pay the entire outstanding payable by the Purchaser/s under this Agreement to the Promoters within the said period of 15 days and take possession of the said premises from the Promoters. Upon receiving the entire balance payments together with interest accrued thereon and upon the Purchasers complying with all the terms and conditions of this Agreement by the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s) / Allottee(s).

18(c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s) / Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee(s) or the competent Authority, as the case may be, as per the local laws.

18 (d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall

be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

18 (e) In case if the Purchaser/s fails to take possession of the said premises within the stipulated period after paying all the balance dues to the Promoters, then the Purchaser/s shall be liable to pay demurrage decided by the Promoter/s.. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said premises from the date of the Promoters offering the possession of the said premises.

18 (f) **DEFAULT IN PAYMENT AND CANCELLATION OF ALLOTMENT:**

The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.
- ii. In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s)/ Allottee(s) for any reason whatsoever then, prior to the Purchaser/s Allottee/s taking the possession of their respective premises, the outstanding interest, if any, shall be worked out and the same shall be payable by the Purchaser/s/ Allottee/s.
- iii. In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Promoters shall deduct 10% of the said total consideration of the said premises, the interest accrued on the defaulted payments such amounts as may be permissible under the provisions of RERA and / or the Circulars and Notifications passed thereunder and refund the balance amount (if any) to the Purchaser/s within a stipulated period under Law. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof.
- iv. In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate

this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follow.

- v. Time is of essence for the Promoters as well as the Purchaser(s) / Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) / Allottee(s), after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) / Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule annexed hereto as **Annexure "H"** and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters as mentioned herein.

18 (f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupy the said premises and thereafter the Purchaser/s shall have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

18 (g) On obtaining the Occupancy Certificate from the concerned authority and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises as mentioned in the Payment Schedule annexed hereto as Annexure "HI" and other charges payable by him/her/them under this Agreement, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the Panvel Municipal Corporation / Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by Panvel Municipal Corporation or 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(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

18(h) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby

agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

18(i) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is / are confined to the said Premises so purchased by this agreement only & such areas shall belong to Promoters until execution of the said final Deed of Conveyance in respect of the said Property in favour of such Society & thereafter the same shall belong to the said Society alone.

18(j) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

19. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

19 (a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the Panvel Municipal Corporation / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said Property and the said Building towards and on account of the Panvel Municipal Corporation / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) further agree/s that till the Purchaser(s) share is so determined, the Purchaser(s) shall pay to the Promoters provisional monthly contribution per month as the Promoters may demand towards the aforesaid outgoings. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards

the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Conveyance of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Deed of Conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s) undertakes to pay such provisional monthly contribution 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. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) shall be considered as the default on the part of the Purchaser(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

19 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the Panvel Municipal Corporation / any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

19 (c) The Purchaser/s shall be liable to pay to the Promoters his / her / their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

19 (d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project.

19 (e) The Purchaser(s) / Allottee(s) authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion

deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

20. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

20 (a) The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionally, from the date of Sanction of Building Plans in respect of the said Property and shall be liable to pay service charges and outgoings from the date, the Promoters obtain Part Occupancy/ Occupation Certificate from the Panvel Municipal Corporation. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the Panvel Municipal Corporation or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.

20 (b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to Panvel Municipal Corporation
- d) Proportionate Stamp duty and registration charges for Deed of Conveyance.
- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the Panvel Municipal Corporation or other Government authority.
- f) Electricity connection, meter deposit, BSES service charges or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h) Proportionate Property Tax in respect of the said Property/ said premises from the date of the execution of this Agreement or from the date of the Promoters obtaining the Full Occupation Certificate from Panvel Municipal Corporation, whichever is later as shall be applicable.
- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) GST or any other taxes or charges levied by the state or Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

20 (c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer / cable laying and all other required costs, if installed by the Promoters through MS&EDCL/ BSES, Reliance Energy

Ltd. or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL/ BSES, Reliance Energy or any other electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits.

20 (d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

20 (e) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

21. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

21(a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Buildings/Project shall always be known as "SHREEJI DIVINE" and the said Society or any other body corporate or other organization determined by the Promoters on the said Property shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to provide from time to time in

that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

21 (b) The Purchaser/s, along with other Purchasers of Flats /Shops in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the Panvel Municipal Corporation / concerned authorities within the stipulated period.

21 (c) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society), the Promoters shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s.

21 (d) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from Panvel Municipal Corporation/ concerned authorities. The GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the Panvel Municipal Corporation / relevant authorities, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters / Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Conveyance of the said Property with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other Organization

(hereinafter referred to as "the said Society"). Upon the execution of Deed of Conveyance in favour of Society or body corporate/ organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters and Co-Promoters to the said Society or body corporate/ organization after deducting there from the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society and after the Promoters/ Co-Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the Panvel Municipal Corporation / other concerned authorities in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said Property or the said new building or occupiers thereof by the Panvel Municipal Corporation or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

21 (e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

21 (f) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Such specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, Common Terrace, Common spaces of the said Property, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited

Company in respect of the said project and upon the execution of Deed of Conveyance in favour of such Co-operative Society / Condominium of Apartment / Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters, Co-Promoters and such Managing Committee.

21 (g) The Purchaser/s is / are further aware that ultimately the Promoters herein in co-operation with the Co-Promoters herein, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Project and the Co-Promoters execute Deed of Conveyance in favour of such Co-operative Society or Company or Association that shall be formed for the said Building / Wing(s), within a stipulated period by Law. The Advocate for the Promoters / Co-Promoters shall prepare and engross and approve the Deed of Conveyance and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Conveyance or any other Deed / consent / writing and other documents, the costs in connection with the formation of the said Society and / or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters / Co-Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Project alone.

21 (h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Conveyance of the said Property in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats and Shops in the Building to be constructed on the said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances and that the Co-Promoters herein have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Property by the Co-Promoters in favour of the said Society/Limited Company.

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

22 (a) The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any

authority or General Development Control Rules for the time being of the Panvel Municipal Corporation or any other Government Authority and /or public body or any other local authority. or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s) / Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s) / Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s) / Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the Panvel Municipal Corporation / Concerned Authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

22(b) DEFECT LIABILITY:

(i) If within a stipulated period from the date of handing over the said premises to the Purchaser/s as provided under RERA Act, the Purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the Building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters through the original Agency who had carried out the said work/construction originally without charging any cost/charges to the Purchaser/s and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA Act.

(ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said premises and in specific the structure of the said Premises which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on the external walls haphazardly or inappropriately which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear and by negligent, haphazardly or inappropriate use of apartment by the Occupants or the vagaries of nature etc.

(iii) Provided further that it shall be the sole and absolute responsibility and liability of the Purchaser/s to maintain the said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further, where the manufacturer warranty as shown by the Promoters to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Building/ Wing, and if the comprehensive annual maintenance contracts are not done/renewed by the Purchaser/s, then the Promoter shall not be responsible for any defects occurring due to the same.

(v) That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.

(vi) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Premises/ Building/ Wing includes minor hairline cracks on the external and internal walls excluding, floor and wall tiles the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin

materials used, in the structure built of the Premises/ Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

22(c) The Promoters / maintenance Agency / Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoters / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

22(d) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

22(e) The service areas, if any, as located within the said Project "**SHREEJI DIVINE**", shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) / Allottee(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.

22(f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

22(g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner

object to the Promoters selling to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

22 (h) It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Rent as per actual for premises lying vacant & unsold premises in the said Building. However, the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges.

22 (i) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

22(j) The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall have / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

24. RESTRICTIONS ON TRANSFER:

24(a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

24 (b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

25. FOREIGN / NON RESIDENT INDIAN PURCHASER/S:

25(a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made

thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

25(b) The Purchaser(s) / Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

26. REPRESENTATIONS OF THE PROMOTERS / CO-PROMOTERS:

The Promoters / Co-Promoters hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

- (i) The Co-Promoters herein have absolute, clear and marketable title in respect of the said Property and the Promoters herein have the requisite rights to carry out development upon the said Property and have the absolute, actual, physical and legal possession of the said Property for the Project.
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Property or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Property, Project or the said premises.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters/ Co-Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and said premises and common areas.
- (vi) The Promoters and the Co-Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title

and interest of the Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vii) The Promoters/ Co-Promoters 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 said Property, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(viii) The Promoters / Co-Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

(ix) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property.

(x) The Promoters/ Co-Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(xi) 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 by or served upon the Promoters/ Co-Promoters in respect of the said Property and/or the Project.

27. The Promoters and the Co-Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display Space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such Display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the said Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society etc. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/Logo and put neon Sign/Display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB. The Promoters will not contribute any other outgoings to the Society.

28. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

29. **NOTICES AND CORRESPONDENCE:**

29(a) 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 prepaid post under Certificate of Posting at his/her/their address specified below:

Address: _____

Email id. _____

29 (b) In case if the Purchaser/s changes his/ her/ their address or Email id. specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the Promoters to rectify their records by recording the new addresses or Email id. In case, if the Purchaser/s fail/s to provide the Promoters his/ her/ their new address or Email id, then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

30. The Purchaser/s and the Promoters and the Co-Promoters shall, immediately after the execution of this Agreement as well as Deed of Conveyance / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Conveyance / vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

31. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

32. ENTIRE AGREEMENT:

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

33. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

34. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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

35. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

36. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 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.

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

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

38. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoters/ Co-Promoters does not create a binding obligation on the part of the Promoters/ Co-Promoters or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled.

39. FURTHER ASSURANCES:

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

40. JOINT ALLOTTEES:

That in case there are Joint Purchaser(s) / Allottee(s) all communications shall be sent by the Promoters/ Co-Promoters to the Purchaser(s) / Allottee(s) 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 Purchaser(s) / Allottee(s).

41. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters/ Co-Promoters themselves or through their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Panvel, Dist. Raigad.

42. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(said Property)

Firstly,

All those piece and parcel of land bearing Survey No. 39, Hissa no.3, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H- 23 R- 30 P equivalent to 2330 Square meters or thereabouts and is bounded as follows:

On or towards the East	:
On or towards the North	:
On or towards the West	:
On or towards the South	:

Secondly,

All those piece and parcel of land bearing Survey No. 38, Hissa no.3/B/4/A, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H- 47 R- 40 P equivalent to 4740 Square meters or thereabouts and is bounded as follows:

On or towards the East	:
On or towards the North	:
On or towards the West	:
On or towards the South	:

Thirdly,

All those piece and parcel of land Survey No. 39, Hissa no.4 (Part), situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, admeasuring 0 H - 32R- 00P equivalent to 3200 Square meters or thereabouts and is bounded as follows:

On or towards the East	:
On or towards the North	:
On or towards the West	:
On or towards the South	:

Fourthly,

All those piece and parcel of land bearing (i) Survey No. 39, Hissa no.1, (ii) Survey No. 39, Hissa no. 2, (iii) Survey No. 41, Hissa No. 2, (iv) Survey No. 41, Hissa No. 3, situate, lying and being at Village Beed, Taluka Panvel, District - Raigad, aggregately admeasuring 0 H - 36R- 8P equivalent to 3680 Square meters or thereabouts and is bounded as follows:

On or towards the East	:
On or towards the North	:

On or towards the West :
On or towards the South :

Fifthly,

All those piece and parcel of land bearing Survey No. 42, Hissa no.3B, situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, admeasuring 00 H- 23 R- 30 P equivalent to 2330 Square meters or thereabouts and is bounded as follows:

On or towards the East :
On or towards the North :
On or towards the West :
On or towards the South :

Sixthly,

All those piece and parcel of land bearing Survey No. 42, Hissa no.3C, situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, admeasuring 0 H- 55 R- 10 P equivalent to 5510 Square meters or thereabouts and is bounded as follows:

On or towards the East :
On or towards the North :
On or towards the West :
On or towards the South :

Seventhly,

All those piece and parcel of land bearing (i) Survey No. 39, Hissa no.4 (Part) and (ii) Survey No. 40, situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, aggregately admeasuring 0 H- 32 R- 30 P equivalent to 3230 Square meters or thereabouts and is bounded as follows:

On or towards the East :
On or towards the North :
On or towards the West :
On or towards the South :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Amalgamated property/ said property)

All those piece and parcel of amalgamated property situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, aggregately admeasuring 0 H- ____ R- ____ P equivalent to _____ Square meters or thereabouts and is bounded as follows:

On or towards the East :
On or towards the North :
On or towards the West :
On or towards the South :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Said premises)

Flat/Shop No. _____ on the _____ Floor in Building _____,
admeasuring about _____ Square meters or thereabouts (Carpet Area) in the Project
known as “**SHREEJI DIVINE**” which is to be constructed on the property which is
more particularly described in the First and the Second Schedule herein above.

SIGNED, SEALED AND DELIVERED _____)
BY THE WITHINNAMED PROMOTERS _____)
RAVECHI LIFESPACES LLP _____)
(LLPI NO. AAN-1970) _____)
THROUGH ITS DESIGNATED PARTNER/S _____)

MR. DEVANG DEVJI PATEL _____)

IN THE PRESENCE OF

1.

2.

SIGNED, SEALED AND DELIVERED _____)
BY THE WITHINNAMED FIRST CO-PROMOTERS _____)

(1) SHRI. DNYANESHWAR DASHRATH PATIL _____)

(2) SHRI. BHASKAR DASHRATH PATIL _____)

Through their constituted Attorney
Under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED SECOND CO-PROMOTERS)

(1) SHRI. BHAGWAN BUDHYA PATIL)

(2) SHRI. PANDHARINATH BUDHYA PATIL)
Through their constituted Attorney
under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED THIRD CO-PROMOTER)

SHRI. MACHHINDAR GOVIND PATIL)
Through their constituted Attorney
under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED FOURTH CO-PROMOTERS)

1) SHRI. JANU HASHA GHARAT)

2) SHRI.RAMKRUSHNA HASHA GHARAT)

3) SHRI. GOPINATH HASHA GHARAT)

4) SMT. SHAKUNTALA BHAGWAN THAKUR)

5) SMT. NARMADA HASHA GHARAT ALIAS)
NARMADA HANUMAN PATIL

Through their constituted Attorney
Under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED FIFTH CO-PROMOTERS)

1) SHRI. RAGHUNATH KALURAM PATIL)

2) SHRI. SHRIPAT KALURAM PATIL)
Through their constituted Attorney
Under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED SIXTH CO-PROMOTERS)

1. SHRI. CHANDRAKANT DATTATREY PATIL)

2. SHRI. DNYANESHWAR DATTATREY PATIL)
The beneficiaries under registered)
Gift Deed dated 25-07-2022)
Executed by **SHRI. DATTU GOPAL PATIL**)

Through their constituted Attorney
Under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED SEVENTH CO-PROMOTERS)

1) SMT. ASHWINI ASHOK MADHVI)

2) SHRI. CHARPAT RAM PATIL)

3) SHRI. CHANDRKANT RAM)

4) SMT. SUBHADRA HARIDASs JOSHI)

5) SHRI. GAJANAN RAM PATIL)

Through their constituted Attorney

Under the registered Power of Attorney dated _____)

MR. DEVANG DEVJI PATEL)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED PURCHASER/S)
MR./MRS./ M/S. _____)

IN THE PRESENCE OF.....)

1.

2.

RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S
MR./MRS/M/S _____, A SUM OF RS.
_____-/- (RUPEES _____ ONLY)
VIDE CHEQUE NO. _____ DATED _____ DRAWN
ON _____, _____ BRANCH, BEING THE EARNEST
MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL
CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.

WE SAY RECEIVED,

FOR RAVECHI LIFESPACES LLP

1. MR. DEVJI VAGHJI PATEL

2. MR. DEVIANG DEVJI PATEL

(DESIGNATED PARTNER/S)

WITNESSES:-

- 1.
- 2.

PAYMENT SCHEDULE (Annexure "H")

[illegible]

LIST OF ANNEXURES

Annexure "A" --- 7/12 Extracts.

Annexure "B" (Colly) --- Commencement Certificate and Building permissions

Annexure "C" --- Copy of RERA registration Certificate.

Annexure "D" --- Entire Layout Plan of the said Property.

Annexure "E" --- Report on Title.

Annexure "F" --- Typical floor plan of the Flat/Shop.

Annexure "G" --- Copy of Architect's Certificate

Annexure "H" --- The Payment Schedule.

Annexure "I" --- List of Amenities.

Dated This ____ Day of _____ 20__

RAVECHI LIFESPACES LLP

.... Promoters

AND

Mr/Mrs. _____

.... Purchaser/s

Agreement for Sale for Flat/Shop No. ____
