

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Marshal Enterprises** a firm registered under the Indian Partnership Act 1932 having its principal office at CTS No. 206, Devipada, Atmaram Bhoir Marg, Off. Gaondevi Road, Bhandup (West), Mumbai – 400 078 hereinafter referred to as the '**Promoters**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, their survivors or survivor the heirs executors and administrators of such last survivor) of the one part PAN No. (AARFM4518Q) and Mr/Ms/Messrs \_\_\_\_\_

\_\_\_\_\_ of Indian Inhabitant(s)/a firm registered under the Indian Partnership Act 1932/Limited Liability Partnership Act 2008/a Hindu Undivided Family/ a limited liability company registered/deemed to be registered under the Companies Act 2013 having his/her/their/its address at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the '**Purchaser**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs executors administrators and permitted assigns/the partners for the time being of the Firm their survivors or survivor and the heirs executors and administrators of such last survivor/ the members for the time being of the Hindu Undivided Family and their respective heirs executors administrators and assigns of such last survivor/ its successors and assigns) of the other part.

## WHEREAS

- a One Bhaurao Laxman Bhoir was during his life time solely and absolutely seized and possessed of and otherwise well and sufficiently entitled to piece or parcel of agricultural land bearing Survey No. 149, Hissa No. 4, C.T.S.No. 206 admeasuring 2756.2 square meters equivalent to 29656 square feet or thereabout situate lying and being at village Bhandup, Taluka Kurla (hereinafter referred as **“the said larger property”**);
- b By the Lease Deed dated 10<sup>th</sup> March, 1961 registered under no. BOM/R/1965 of 1961 executed between the original owner Bhaurao Laxman Bhoir and Ratilal Mulji Sanghavi demised the said land for a period of 99 years from 10<sup>th</sup> day of March, 1961 on the terms and conditions therein mentioned at the rent and subject to the covenants and conditions therein reserved and contained;
- c By the Certificate of Sale dated 11<sup>th</sup> December, 1990 registered with the Sub-Registrar of Assurances Bandra under serial no. P/BBJ/5660 of 1990 the Municipal Commissioner of Greater Bombay sold by public auction on 28<sup>th</sup> June, 1990 to Mr. Janardan Damodar Vaity proprietor of Ekveera Builders being the successful bidder in the aforesaid public auction was put in possession of the said larger property
- d By Deed of Cancellation / Surrender of Lease dated 14<sup>th</sup> January, 2009 under serial no. BDR/176/2009 Mr. Janardan Damodar Vaity proprietor of Ekveera Builders surrendered all his leasehold rights in respect of the said larger property and delivered the peaceful possession of the same to Mrs. Pushpalatta Kamlakar Panvelkar along with (1) Mrs. Gangabai Bhaurao Bhoir (2) Mr. Pramod Bhaurao Bhoir (3) Mr. Dattatrey Bhaurao Bhoir (4) Mr. Dilip Bhaurao Bhoir (5) Mrs. Kumudini Harischandra Sarnobat (nee Kumudini Bhaurao Bhoir) (6) Mrs. Rajni Chandrakant Vaiti (nee Rajni Bhaurao Bhoir) (7) Ms. Lalita Bhaurao Bhoir thus are jointly seized and possession of the said land;
- e By the Deed of Conveyance dated 29<sup>th</sup> April, 2010 registered under no. BDR/7/3300 of 2010 executed between Mrs. Pushpalatta Kamlakar Panvelkar (nee Pushpalatta Bhaurao Bhoir) and (1) Mr. Bharat Kumar Jain (2) Mr. Shripal Jain (3) Mr. Mukund Mohan Dave partners of Marshal Enterprises sold, convey and transfer our of the larger property her 1/8<sup>th</sup> share equivalent to 12.50 percentage undivided, share, right, title and interest in fee simple or an estate equivalent to an estate in fee simple and the inheritance thereof in possession free from any encumbrances whatsoever at or for the total consideration and on the terms and conditions contained therein;
- f By the Deed of Conveyance dated 09<sup>th</sup> July, 2010 under serial no. BDR-7/5389 of 2010 (1) Mrs. Gangabai Bhaurao Bhoir (2) Mr. Pramod Bhaurao Bhoir (3) Mr. Dattatrey Bhaurao Bhoir (4) Mr. Dilip Bhaurao Bhoir (5) Mrs. Kumudini Harischandra Sarnobat (nee Kumudini Bhaurao Bhoir) (6) Mrs. Rajni Chandrakant Vaiti (nee Rajni Bhaurao Bhoir) (7) Ms. Lalita Bhaurao Bhoir grant, sell, convey, transfer 7/8<sup>th</sup> equivalent to 87.50 percentage undivided, share, right, title and interest in the said larger property to (1) Mr. Bharat Kumar Jain (2) Mr. Shripal

Jain (3) Mr. Mukund Mohan Dave partners of Marshal Enterprises and on the terms and conditions contained therein;

- g The Promoters are entitled to and enjoined upon to construct a new Building on the Plot in accordance with the recitals herein;
- h The Promoters have registered the building project of redevelopment of the Property under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the `Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 made thereunder (hereinafter referred to as the `Rules') with the Real Estate Regulatory Authority under no \_\_\_\_\_ on \_\_\_/\_\_\_/\_\_\_\_;
- i The Promoters have entered into a standard Agreement with Suresh Kirtane H.J Thakur Architects Private Limited registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoters have appointed J W Consultants LLP the Structural engineers for the preparation of the structural design and drawings of the Building and the Promoters shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the Building;
- j By its letter bearing No CHE/ES/0713/S/337(NEW) dated 31<sup>st</sup> December, 2021 the Executive Engineer Development Plan condoned the deficiency in segregating distances by payment of premium;
- k The specifications elevation and section plans for development of the Plot by construction of the Building thereon have been sanctioned by the BMC as per the IOD bearing no CHE/ES/0713/S/337(NEW)/IOD/1/New dated 31<sup>st</sup> December, 2021. The IOD has been sanctioned with deficiency in segregating distances. The Commencement Certificate bearing no CHE/ES/0713/S/337(NEW)/CC/1/New dated 08<sup>th</sup> March, 2022 for commencing the construction of the Building has been granted by the BMC. The Promoters shall obtain the balance approvals (if and) from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Building;
- l We have availed of 50% reduction in premium facility and the same is passed on to The Purchaser in terms of payment of Stamp Duty of the foregoing agreement as per statement in sanctioned plan.
- m The Promoters alone have the sole and exclusive right to sell the flats / shop tenements and premises being used for the purposes of banks, dispensaries, coaching classes, restaurants or of any other commercial purposes and allot the car parking spaces in the Building on the Plot and to enter into agreements with the purchasers thereof and to receive the consideration in respect thereof;

- n The Purchaser demanded from the Promoters and the Promoters have given to the Purchaser, the inspection of all the documents of title relating to the Plot the plans designs and specification and such other documents as are specified in the Act. The Purchaser has perused the same and has entered into this agreement knowing fully well and understanding the contents and the implications thereof;
- o The copies of: (1) the Certificate of Title of the Plot issued by Messrs Prashant P. More Advocates & Solicitors (2) the Property Register Cards (3) the IOD dated 31<sup>st</sup> December, 2021 (4) Commencement Certificate dated 08<sup>th</sup> March, 2022 (5) the block plan of the Plot (6) the plan of the Premises agreed to be purchased by the Purchaser (7) the RERA Registration Certificate dated \_\_\_/\_\_\_/\_\_\_\_\_ are annexed hereto as **Annexures '1' to '7'** respectively;
- p Prior to the execution hereof, the Purchaser has satisfied himself about the title of the Promoters to the Plot and shall not make any further investigation of title to the Plot and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title of the Promoters to the Plot;
- q The building elevation section plans and the specifications and details of the Building have been approved by the concerned local authority on the terms conditions stipulations and restrictions mentioned in the documents approving the same;
- r The Promoters hereby declare that they shall utilize the maximum permissible development potential in respect of the Plot:
- s The Purchaser applied to the Promoters for allotment of a residential flat no \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq ft (RERA carpet area) ie \_\_\_\_\_ sq mt on the \_\_\_\_\_ floor of the Building to be constructed on the Plot shown by red colour outline on the plan thereof annexed hereto as **Annexure '6'** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the '**Premises'**);
- t The Promoters have agreed to sell to the Purchaser the Premises for the consideration of Rs \_\_\_\_\_/- and on the terms and conditions hereinafter appearing;
- u On or before the execution of these presents the Purchaser has paid to the Promoters the part consideration of Rs \_\_\_\_\_/- in respect of the Premises (the payment and receipt whereof the Promoters do hereby admit and acknowledge) leaving a sum of Rs \_\_\_\_\_/- being the balance consideration to be paid in the manner as hereinafter appearing;
- v The Promoters have registered the building project for redevelopment of the Property under the provisions of the Act with the Real Estate Regulatory Authority as aforesaid. Hence under sec 13 of the Act the Promoters is required to execute a written Agreement for sale of the Premises with the Purchaser being in fact

these presents and also to register this Agreement under the Registration Act, 1908;

- w In the foregoing Agreement the term 'Premises' shall include the residential flats, tenements, premises or any other premises hereby agreed to be sold. The term 'Purchaser' shall include purchasers of residential flat, tenements, premises, or purchasers of any other tenements hereby agreed to be sold and it shall also include the plural and the feminine gender of the term '**Purchaser**'.

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

1(A) The Purchaser agrees to purchase and acquire from the Promoters and the Promoters agree to sell and allot to the Purchaser, the residential flat no \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq ft (RERA carpet area ) ie \_\_\_\_\_ sq mt on the \_\_\_\_\_ floor of the building under construction to be known as "Marshal Srishti II" situate at Devipada, Atmaram Bhoir Marg, Off Gaondevi Road, Bhandup (West), Mumbai – 400 078 within the limits of Greater Mumbai in the revenue village of Bhandup taluka Kurla in the district and registration sub-district of Mumbai City and Mumbai Suburban formerly bearing CTS 206 and shown by red colour outline on the plan hereto annexed as **Annexure `6'** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the '**Premises**') for the lumpsum consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), (inclusive of legal charges, development charges, M.S.E.B. sub-station and cable laying charges, and cost of internal infrastructural development and exclusive of maintenance charges, society charges/deposit, service tax, vat, GST), which the Purchaser agrees to pay to the Promoters in the manner as follows:

- a) Rs \_\_\_\_\_/- on or before the execution of this agreement;
- b) Rs \_\_\_\_\_/- on completion of the plinth;
- c) Rs \_\_\_\_\_/- on completion of the Basement;
- d) Rs \_\_\_\_\_/- on completion of the Podium;
- e) Rs \_\_\_\_\_/- on completion of 1<sup>st</sup> slab;
- f) Rs \_\_\_\_\_/- on completion of 2<sup>nd</sup> slab;
- g) Rs \_\_\_\_\_/- on completion of 3<sup>rd</sup> slab;
- h) Rs \_\_\_\_\_/- on completion of 4<sup>th</sup> slab;
- i) Rs \_\_\_\_\_/- on completion of 5<sup>th</sup> slab;
- j) Rs. \_\_\_\_\_/- On completion of 6<sup>th</sup> Slab;
- k) Rs. \_\_\_\_\_/- On completion of 7<sup>th</sup> Slab;
- l) Rs. \_\_\_\_\_/- On completion of 8<sup>th</sup> Slab;
- m) Rs. \_\_\_\_\_/- On completion of 9<sup>th</sup> Slab;
- n) Rs. \_\_\_\_\_/- On completion of 10<sup>th</sup> Slab;
- o) Rs. \_\_\_\_\_/- On completion of 11<sup>th</sup> Slab;

- p) Rs. \_\_\_\_\_/- On completion of 12<sup>th</sup> Slab;
- q) Rs. \_\_\_\_\_/- On completion of 13<sup>th</sup> Slab;
- r) Rs. \_\_\_\_\_/- On completion of 14<sup>th</sup> Slab;
- s) Rs. \_\_\_\_\_/- On completion of 15<sup>th</sup> Slab;
- t) Rs. \_\_\_\_\_/- On completion of 16<sup>th</sup> Slab;
- u) Rs. \_\_\_\_\_/- On completion of 17<sup>th</sup> Slab;
- v) Rs. \_\_\_\_\_/- On completion of 18<sup>th</sup> Slab;
- w) Rs. \_\_\_\_\_/- On completion of 19<sup>th</sup> Slab;
- x) Rs. \_\_\_\_\_/- On completion of 20<sup>th</sup> Slab;
- y) Rs. \_\_\_\_\_/- On completion of 21<sup>st</sup> Slab;
- z) Rs. \_\_\_\_\_/- On completion of 22<sup>nd</sup> Slab;
- aa) Rs. \_\_\_\_\_/- On completion of 23<sup>rd</sup> Slab;
- bb) Rs. \_\_\_\_\_/- On completion of brick masonry work;
- cc) Rs. \_\_\_\_\_/- On completion of external plaster;
- dd) Rs. \_\_\_\_\_/- On completion of internal plaster;
- ee) Rs. \_\_\_\_\_/- On completion of tiles/flooring;
- ff) Rs. \_\_\_\_\_/- On possession

Total Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

1(B) The consideration hereinabove stated includes the sum of Rs \_\_\_\_\_/- being the proportionate price of the common areas and facilities appurtenant to the Premises, the nature extent and description of the common areas and facilities whereof are more particularly described in the Fourth Schedule annexed herewith.

1(C) The full consideration of the Premises hereinabove stated will exclude Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and Cess or any other similar taxes which may be levied) in connection with the construction of the Building and/or the sale of the Premises upto the date of handing over the possession of the Premises.

1(D) The full consideration is escalation free save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc, the Promoters shall enclose the notification/order rule/regulation published/issued in that behalf alongwith the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

1(E) The Promoters may in their sole and absolute discretion allow, a rebate for early payments of installments payable by the Purchaser by discounting such early payments at the rate of 9% per annum for the

period by which such respective installment has been preponed. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to a Purchaser by the Promoters.

1(F) The Promoters shall confirm the final carpet area that has been sold/allotted to the Purchaser after the construction of the Building is complete and the Occupation Certificate is granted by the Brihanmumbai Brihanmumbai Municipal Corporation (hereinafter referred to as the 'BMC') by furnishing details of the changes, if any, in the carpet area. Provided However the carpet area of the Premises may increase/decrease to a maximum extent of 3% of the carpet area thereof as herein setout. The consideration payable for the Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction/decrease in the carpet area of the Premises beyond 3% then the Promoters shall refund the proportionate excess consideration to the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such excess consideration was paid by the Purchaser. If there is any increase in the carpet area of the Premises beyond 3% the Promoters shall demand additional amount from the Purchaser as per the next installment of the consideration as per clause 1(A) above. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 1(A) of this Agreement.

1(G) The Purchaser does hereby irrevocably authorize the Promoters to adjust/appropriate all the payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Promoters adjustments/appropriations of his payments in any manner and under any circumstances whatsoever.

2 The Promoters shall construct a residential building of ground stilt and twenty two upper floors alongwith open/stilt/stack car parking spaces with a refuge areas on the eighth and fifteenth floor thereon (hereinafter referred to as the 'Building') in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Promoters which have been seen and approved by the Purchaser from time to time the Promoters are entitled to make amendments variations and modifications to such sanctioned building plans as the Promoters may deem fit or as may be required by the concerned local authority. The Promoters shall obtain the prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. The Promoters will provide the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Premises including the lifts to be provided by the Promoters in the Building as setout in the Third Schedule hereunder written.

3 The Promoters shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans or thereafter and shall before handing over possession of the Premises to the Purchaser obtain from the concerned local authority the Occupation Certificates in respect of the Premises.

4 The Purchaser hereby expressly agrees confirms and declares as follows:

- (i) The Promoters hereby declare that they shall utilize the maximum permissible development potential in respect of the Plot:
- (ii) The Promoters will be entitled to use utilize consume or assign the available/unutilized FSI or balance FSI if any or the additional FSI or TDR or any other advantage benefit profit privilege or development potential which is now available or which may become available in respect of the said Plot on account of relaxations modifications or amendments to the building regulations or as a result of any special concession that may be granted by the BMC and/or State of Maharashtra or otherwise howsoever, by constructing additional premises tenements shops/ showrooms/ offices/commercial premises tenements etc of any nature whatsoever in a vertical extension or horizontal annexe to the said Building or any part or portion thereof or elsewhere on the said Plot;
- (iii) The Promoters shall construct the Building with deficiency in segregating distances;
- (iv) For the purposes of construction of such additional flats tenements premises etc and to utilize such additional or further FSI/TDR or other benefits etc as aforesaid, the Promoters or their successors-in-title assignees or nominees are hereby authorized and will be entitled to enter upon the Plot and the Building and construct columns beams pillars and other external supports and members to the Building and that the Purchaser will not raise any objection thereto;
- (v) Such unutilized or balance FSI if any or the additional FSI or TDR or any other such advantage benefit profit privilege or development potential in respect of or arising out of the Plot or any part or portion thereof shall be used utilized and consumed in the construction of additional flats tenements etc in the vertical extension or horizontal annexe to the Building or any part or portion thereof or elsewhere on the Plot;
- (vi) The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Promoters to enable the Promoters to make additions alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plans as may be sanctioned by the BMC. The Purchaser hereby further agrees and undertakes that after the proposed Organization as is hereinafter stated is registered the Purchaser as a member or shareholder of such Organization, shall accord his consent to such Organization thereby granting and giving to the Promoters full permission facility assistance and co-operation to enable the Promoters to enter upon the Plot and the Building and to construct additional floors structures above the Building or any part or portion thereof change the user of any part thereof

and also for the aforesaid purpose to shift the water tanks and other structures etc on upper floor(s) when so constructed;

- (vii) The Purchaser alongwith the purchasers of the other flats tenements etc in the Building will be entitled to use the common passages water tanks pump rooms compounds open areas lifts staircases lobbies landings and other areas more particularly setout in the Fourth Schedule hereunder written (hereinafter referred to as the '**Common Areas**'). The overhead terrace and or other terraces appurtenant or adjoining to any premises commercial premises tenements open/stilt car parking spaces landings lobbies refuge area parapets or external walls blank walls and other walls or any other areas compounds or portions of the Building on the Plot which are more particularly setout in the Fifth Schedule hereunder written shall (hereinafter referred to as the '**Restricted Areas**'). Unless and until the Promoters expressly sell assign transfer or in any manner allot/grant the rights to use utilize or occupy the Restricted Areas or any part or portion thereof, the Promoters will be deemed to be in the exclusive possession of the same. Further, the Promoters their agents servants licensees transferees or assignees will always be entitled and expressly authorised to have the uninterrupted access and use of the Restricted Areas for such purposes as the Promoters their assigns transferees or agents may deem fit. The Purchaser does hereby agree and undertake not to, in any manner, obstruct hinder hamper or object to the Promoters or their agents servants licensees transferees or assignees being in the exclusive use occupation enjoyment and possession of the Restricted Areas or any part or portion and using the same for the Promoters purposes as aforesaid;
- (viii) It is expressly agreed that the Promoters or their agents assigns transferees shall be entitled to use occupy or enjoy and/or permit any third party or person or persons to commercially or otherwise use occupy and enjoy the Restricted Areas and other portions of the Plot or the Building, including but not limited to put up hoarding/s illuminated or neon signs V-sat or Cellular or other antennae and other apparatus/gadgets and machinery including cables wires conduits in respect thereof on the Plot or on the Building or any part or portion thereof and for such purpose the Promoters or their agents assigns or transferees are absolutely authorized to allow temporary or permanent construction or erection or installation on the exterior of the Building or on any part or portions thereof. PROVIDED HOWEVER the Promoters or their assigns agents or transferees will not be entitled to pay to the Purchaser or the Organization, any amount fee compensation by whatever terminology called for the use or utilization of the Restricted Areas or any of the aforesaid rights hereby retained and reserved by the Promoters (save and except the statutory dues duties or taxes in respect thereof if any);
- (ix) The Promoters have expressly informed the Purchaser and the Purchaser is aware that the Promoters intend and will absolutely be entitled to either retain unto themselves or to sell lease sub-

lease let out or in any manner grant rights to any other third party to use utilize enjoy occupy all or any part or portion of the Restricted Areas forming a part of the Plot and/or the Building. The Promoters or their assignees or nominees or such other third parties will be entitled to run operate conduct from the Restricted Areas or any part or portion thereof such activity or activities as the Promoters or their assignees or nominees or such third party may desire on professional and/or commercial basis or any other basis. The Promoters or their assignees or nominees or any other third parties as aforesaid will be entitled to allow any outsiders (persons not owning any premises in the Building) to use enjoy the facilities amenities to be provided in any of the Restricted Areas forming a part of the Plot or the Building. The Promoters or their assignees or nominees or such third parties as aforesaid will be entitled to make stipulate and enforce such rules regulations byelaws and directions for the use enjoyment of such Restricted Areas or any part thereof and to receive recover and appropriate unto themselves the charges fees deposits and subscription for such use enjoyment of the Restricted Areas as aforesaid and that the Purchaser or the Organization as hereinafter provided or any of them will not be entitled to any reimbursement of such fees charges deposits or any other receipts on any account whatsoever. IT IS FURTHER CLARIFIED and expressly agreed and understood by and between the parties hereto that the Promoters or their assignees or nominees or such third parties will always be entitled to the Restricted Areas including the rights to own manage run conduct or transfer or assign the benefits thereof and receive recover and appropriate consideration received therefrom including from day to day business thereof and the Purchaser will have no right thereto either in his individual capacity or through the Organization as aforesaid. The Purchaser will not hinder hamper obstruct or object to the aforesaid in any manner as aforesaid;

- (x) The Promoters will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by them to any other person or persons for such consideration and on such terms as they may deem fit and the Purchaser or the Organization hereby expressly agree and undertake that he will not claim or charge and that he will not hinder hamper obstruct or in any manner object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any payment or any kind of contribution and/or without any objection or obstruction of the Purchaser or the Organization as the case may be;

The Purchaser has clearly understood the implications of the above provisions. The aforesaid conditions are the essence of the contract and only upon the Purchaser expressly agreeing to the aforesaid conditions, the Promoters have agreed to sell the Premises to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoters or claim any reduction in price of the Premises on such or other grounds like damage hardship nuisance disturbance inconvenience or any other grounds

whatsoever including obstruction of air light or otherwise in respect of the Premises or any portion of the Plot on the Building.

5 It is further expressly agreed and understood by and between the parties hereto that nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of the Plot or any part thereof or the Building thereon or any part thereof including the Restricted Areas. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Purchaser shall have no claim of any nature whatsoever to any other portion of the Plot or the Building including the Common Areas or Restricted Areas or any part thereof. Unless expressly sold/allotted by the Promoters all the Restricted Areas unutilized FSI or additional FSI or TDR or any other benefit privilege advantage or development potential that may hereafter become available in respect of the Plot will always remain the property of the Promoters or their assignees or nominees. The Promoters are entitled to and are hereby expressly authorized to sell dispose of or allot the Restricted Areas of the Plot or the Building including the unutilized FSI or additional FSI or TDR or any other benefit privilege advantage or development potential as aforesaid or create any third party rights in favour of such persons for such consideration and on such terms and conditions as they may deem fit and proper in their absolute discretion as hereinabove stated. Upon the Plot and the Building thereon being transferred to the Organization as is hereinafter stated, the Deed of Conveyance/Transfer will contain, the necessary covenants reserving to the Promoters the aforesaid rights or such of them as the Promoters may deem fit and proper.

6 The Purchaser and such Organization will not hinder hamper or in any manner object to the use enjoyment possession sale letting leasing or further development of the Plot the Building or the vertical extension or horizontal annexe thereto and/or the Restricted Area or any of the respective parts or portions thereof under any circumstances whatsoever whether on the ground of nuisance disturbance or inconvenience or any other reasons of any nature whatsoever. At their sole discretion the Promoters may commence or postpone construction of the Building or such additional showrooms offices commercial premises etc as they may deem fit. The Promoters are entitled to dispose of or grant the rights to the exclusive and independent use enjoyment and possession of the Restricted Areas the pocket terraces etc in the Building for the purposes of using the same as a part and parcel of such flats tenements premises. The Purchaser shall not object to the Restricted Areas other flats tenements premises etc in the Building being used for the purposes of banks dispensaries coaching classes restaurants or for any other purposes subject to the prior written permission of the Promoters in that behalf .

7 The Promoters will sell allot all the flats tenements premises etc in the Building on ownership basis. Within three (3) months from the date on which fifty one (51%) percentum of total number of purchasers of the flats/tenements/premises in the Building have purchased/booked their respective premises, the Promoters shall cause to be formed a co-operative society to be registered under the Maharashtra Co-operative Societies Act 1960 or they shall form a condominium under the Maharashtra Apartment Ownership Act 1970 or they shall be incorporate a limited liability company under the Companies Act 1956 themselves being its only members (hereinafter referred to as the '**Organisation**'). Upon fifty one

(51%) percentum of all the flats tenements premises etc in the Building paying in full the amounts payable by them for purchase of such flats tenements premises and otherwise observing all the terms and conditions to be observed and performed by each of such purchasers of the flats premises etc therein OR within three (3) months from the date of receipt of Occupation Certificate in respect of the Building, whichever is EARLIER, the Promoters shall, execute a Deed of Conveyance and convey the Plot with the Building thereon in favour of the Organization. The Advocates and Solicitors of the Promoters shall prepare the Deed of Conveyance and all other documents to be executed in pursuance of these presents as also the bye-laws of the Organization and all costs charges and expenses including professional fees and other expenses in connection with the preparation and execution of the aforesaid and all other documents will be proportionately borne and paid by the Purchaser alongwith the purchasers of the other flats /premises in the Building.

8 The Purchaser agrees that the Deed of Conveyance to be granted as aforesaid in respect of the Plot with the Building thereon shall contain the following appropriate covenants and provisions as stated in clause 4 hereof. The Deed of Conveyance shall also contain the following appropriate covenants on the part of the Purchaser and/or the Organisation or any of them or their body or association as aforesaid as the case may be:

- a covenant to maintain lookafter upkeep in good condition and order and repair alter and renovate the Common Areas and Restricted Areas or any part thereof;
- b covenant to pay the proportionate rent rates and taxes costs charges expenses for the maintenance and repair of the Building and the Common Areas Restricted Areas and the proportionate rents rates and taxes in respect of the Plot;
- c covenant to restore at their own costs charges and expenses to their original condition, the Common Areas and/or the Restricted Areas or any part thereof after digging opening or using the same and to give appropriate prior written notice to the parties affected thereby;
- d covenant to keep open to sky and unbuilt upon the Common Areas and the Restricted Areas and other amenities or any part thereof as the case may be;
- e covenant retaining with the Promoters or their nominee or nominees the rights authorities and title to the exclusive use occupation enjoyment and possession of the Common Areas and the Restricted Areas including the rights to use utilise and consume all additional further and future advantages benefits privileges and profits including unutilized FSI or available FSI or FSI credit by way of Transferable Development Rights in respect of the Plot or any part thereof as contained in the foregoing Agreement;

9 Subject to the Purchaser having procured the Occupation Certificate from the appropriate authority and subject to the Purchaser having paid all

the amounts hereunder (with/without interest as the case maybe), the Purchaser shall take possession of the Premises within fifteen (15) days of the Promoters giving written notice to the Purchaser intimating that the Premises is ready for use and occupation. Upon receiving a written intimation from the Promoters as aforesaid the Purchaser shall take possession of the Premises from the Promoters by executing all necessary indemnities, undertakings and such other documentation as maybe prescribed. After the expiry of such period of fifteen (15) days irrespective whether the Purchaser takes possession of the Premises or not he will be liable to bear and pay all the amounts as setout in clauses 22 to 25 hereof upon the possession of the Premises being handedover. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Promoters on their behalf shall offer the possession of the Premises to the Purchaser within seven (7) days of receiving the Occupation Certificate in respect thereof.

10 If the Purchaser brings to the notice of the Promoters any material structural defect in the Premises or in the Building or any defect on account of workmanship, quality or provision of service, within a period of five (5) years from the date of handing over possession of the said Premises or Occupation Certificate of the said premises whichever is earlier then wherever possible such structural defects shall be rectified by the Promoter at its own cost. In case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters the compensation for such defect in the manner as provided under the Act. Provided that the Purchaser shall be entitled to defect rectification only if he has not carried out any structural or other unauthorised changes in the Premises and/or the Building.

11 The Purchaser has satisfied himself about the title of the Promoters to the Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto. The Purchaser has perused all the documents as hereinabove recited and is aware of the provisions thereof and the Purchaser does hereby agree and undertake not to raise any objections questions requisitions or issues in that behalf.

12 Upon the Deed of Conveyance/Transfer being executed by the Promoters in favour of the Organization the Promoters will handover possession of the New Building to the Organization including all the Common Areas thereof. Thereafter the Organization alone shall be bound and liable for the maintenance upkeep safety and security of the New Building. Thereafter the Organization alone will be bound and liable to bear and pay all the taxes dues duties expenses costs charges in respect of the New Building. The Promoters shall not be liable in that behalf and the Organization shall indemnify the Promoters in that behalf. As per the provisions of Rule 9(4) of the Rules after executing the Deed of Transfer and thereby conveying the Plot with the Building in favour of the Organization, the Promoters shall continue to have the rights to advertise market book sell or offer to sell or allot any of the premises in the Building which are then not sold or allotted. The Promoters shall be permitted by the Organization to do so without any restriction hindrance for the same. In case of any premises/ car parking spaces in the Building remaining unsold/ unallotted on the date of handingover possession of the New Building to the

Organisation, then such unsold/unallotted premises/ car parking spaces shall continue to vest and belong to the Promoters. The Promoters will be entitled to sell and allot the same to such person/s for such consideration and on the terms and conditions as the Promoters may deem fit and proper without payment of any transfer charges or premia or any or any other payment to the Organisation.

13 It is further expressly agreed that upon the Promoters selling dealing with or disposing off such unsold flats tenements premises etc the allottee/purchaser thereof from the Promoters, will be admitted to the Organization as an ordinary member thereof without payment of any other or further charge premia deposit fee or any additional payment (by whatever terminology called) save and except a sum of Rs 500/- for the share money and Rs 200/- as entrance fee and such allottee/transferee/ purchaser thereof shall not be discriminated or treated prejudicially in any manner by the Purchaser or the Organization .

14 Upon fifty one (51%) percentum of the flats tenements premises etc in the Building being sold and upon each of such members of the Organisation paying in full the amounts payable by them for purchase thereof and otherwise observing all the terms and conditions to be observed and performed by each of such purchasers OR within three (3) months from the date of issue of Occupation Certificate for the Building, whichever is EARLIER, the Promoters shall transfer the Plot with the Building thereon or submit the same to the Condominium or in favour of the Organization upon the terms and covenants as herein contained and as the Promoters may deem fit and proper. The Advocates of the Promoters will prepare the Deed of Transfer/Conveyance or the Declarations (as the case may be) and all other documents to be executed in pursuance of these presents as also the Bye-laws of Organisation. All costs charges and expenses including professional fees stamp duty registration charges and other expenses in connection with such bye-laws preparation and execution of such documents will be borne and paid by the Purchaser alongwith the purchasers of the other flats tenements premises etc in the Building in proportion to the area of their respective premises.

15 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of residential or for any such purpose that may be permitted by the concerned local authority. The Purchaser shall not use the Premises for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises or for any illegal or immoral purposes. The Purchaser shall use the parking space if any allotted to him only for purpose of parking his own vehicles.

16 In case the Purchaser gives the Premises on leave and license basis or on any other basis and if on that account the BMC or any other authority charges the municipal or other taxes at an increased rate the Purchaser hereby agrees to pay such increased municipal taxes in respect of the Premises without raising any dispute or objection in that behalf. In case the Purchaser fails delays opposes objects or otherwise avoids to pay such increased municipal taxes or any others payments or outgoings then the Purchaser alone will be liable for all the consequences that may arise whether directly indirectly or remotely from such non-payment and the

Purchaser will indemnify and keep indemnified saved defended and harmless the Promoters and/or the Organization in that behalf.

17 The terraces balcony portico or any open area in front of or adjacent or vertically or horizontally connected or appurtenant to any premises in the Building if any allotted to the purchasers thereof shall belong exclusively to the respective purchaser of such premises and such terrace spaces balconies porticos etc are intended for the exclusive use of the respective purchaser alone. Such terrace balcony etc shall not be enclosed till the permission in writing is obtained from the concerned local authority and the Promoters/the Organization as the case may be. The Purchaser or the Organization will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof.

18 The stamp duty registration charges and all other costs of and incidental to the foregoing agreement shall be duly and fully borne and paid by the Purchaser alone. The stamp duty registration charges and all other costs charges and expenses in respect of the Deed of Conveyance and other documents to be executed as is hereby contemplated shall be proportionately borne and paid by the Purchaser (in the proportion of the area of the Premises bears to the aggregate area of the Building) and/or at such rate as may be ascertained and fixed by the Promoters.

19 The Purchaser alongwith the purchasers of the other flat tenements premises in the Building shall join in the formation and registration of the Organization to be known by name as the Promoters may decide. The Purchaser shall sign and execute the application for registration application for membership bye-laws and other papers and documents and do all other acts deeds matters and things as may be necessary for the formation and the registration of the Organization. The Purchaser and purchasers of other flats tenements premises shall not object to any change or modification if any made by the Promoters in the usual or model bye-laws or the Memorandum and Article s of Association of the Organisation as the case may be.

20 The Promoters will provide two passenger lifts in the Building. It is hereby expressly agreed and understood that the lifts will be utilized and maintained by the Purchaser alongwith all the purchasers of the other premises in the Building.

21 Of and from the date of possession of the Premises being handedover/offered to be handedover by the Promoters to the Purchaser or Occupation Certificate whichever is earlier, the Purchaser will be bound and liable to bear pay and reimburse to the Promoters or their successors assigns and all person or persons claiming under them, the proportionate local taxes, property tax, betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs running and maintenance of common passenger lifts and car lifts water pumps, salaries of clerks bill collectors watchmen sweepers other employees personnel and such other taxes charges cesses dues and duties as may be levied by the concerned local authority and/or government in respect of the Plot with the Building and the Premises and all other expenses necessary of and incidental to the management and maintenance of the same. The same shall be in proportion that the area of

the Premises bears to total area of the Building. The amount of municipal taxes dues duties and outgoings shall only be finalized and crystallized upon the assessment of the Building being completed by the municipal bodies and authorities. Hence pending the determination of the amount of municipal taxes dues duties and other payments, the Purchaser will be bound and liable to bear and pay to the Promoters and the Promoters will be entitled to recover from the Purchaser, the provisional monthly contribution which will be calculated at the rate of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month per sq ft of the Premises or at such rate as the Promoters may decide from time to time. However upon the assessment of the Building being completed by the local authorities and bodies in the event of there being any deficit/in the amount of provisional monthly contributions then the Purchaser does hereby agree and undertake to duly fully and promptly bear pay and/or reimburse to the Promoters. Such provisional contribution will be utilized to pay and settle the aforesaid dues duties maintenance charges outgoings etc. The aforesaid payment shall be borne paid and reimbursed by the Purchaser to the Promoters until the Plot with the Building thereon being transferred in favour of the Organisation and the accounts and records being handedover to such Organisation. Before possession of the Premises is handedover to him the Purchaser will deposit and keep deposited with the Promoters the provisional monthly contribution for a period of \_\_\_\_\_ (\_\_) months which at the rate as aforesaid aggregates to Rs \_\_\_\_\_/- or such amount as the Promoters may stipulate from time to time. The deposit as aforesaid will remain with the Promoters as a security for regular payment of the dues payable as aforesaid. The deposit so paid by the Purchaser to the Promoters will not carry any interest and shall remain with the Promoters subject to the disbursements therefrom of the amounts for the purposes aforesaid until the necessary Deed of Conveyance is executed in favour of the Organisation. Upon such Deed of Conveyance being executed such deposit or the balance thereof if any with the Promoters shall be paid over by the Promoters to the Organisation. The Promoters shall render the account for such amounts to the Organisation upon execution of the Deed of Conveyance in its favour as above. The Purchaser shall have no individual right of account of such amounts. It is expressly agreed and understood by and between the parties hereto that the Purchaser and/or the purchasers of other flats premises tenements etc will not call upon or require the Promoters to contribute any amount towards any maintenance charges outgoings or contributions in respect of the unsold flats premises and tenements. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the such unsold premises etc or any of them.

22 Any amount by way of premium for purchase of fungible FSI development charges for construction of the Premises society conveyance or security deposits or any other charges dues or duties payable to the BMC or any other local authority or bodies or to the State Government that may hereafter be paid by the Promoters before handingover possession of the Premises, shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the Premises bears to aggregate area of the Building. In determining such amount the decision of the Promoters shall be final conclusive and binding upon the Purchaser.

23 The Purchaser also agrees to bear pay reimburse to the Promoters, the pro-rata cost charges and/or expenses in respect of

installation of passenger lifts car lifts water pump, water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any) making internal roads and access roads on the Plot and other common amenities and facilities. The betterment charges referred to above shall also include charges for installment of water lines sewerage mains drainage layout and all other facilities etc to the Purchaser.

24 Over and above and in addition to the consideration under clause 1(A) above the Purchaser shall also pay to the Promoters, the following amounts on or before possession of the Premises is handedover/ offered to him:

- i Rs \_\_\_\_\_/- towards share money application and entrance fee of the said Organization;
  - ii Rs \_\_\_\_\_/- legal charges and expenses for formation and registration of the said Organization;
  - iii Rs \_\_\_\_\_/- towards proportionate share of taxes and other charges for \_\_\_ months at Rs.\_\_\_\_\_-/- per sq.ft. per month.
- Total Rs.\_\_\_\_\_-/-

25 The Promoters shall utilize the sum of Rs \_\_\_\_\_/- for the purposes of which the same may have been received/recovered by them. It is further agreed that the Promoters will have full and absolute right authority and power to invest such amount or amounts in the manner they may deem fit and the Purchaser shall have no right to such amount or the account thereof. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein. After the Plot with the Building is transferred to the Organisation, the balance of the aforesaid amounts if any after deduction therefrom of arrears of taxes and expenses hereinabove mentioned, will be transferred without interest by the Promoters to the Organisation.

26 The Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Promoters the Service Tax, Value Added Tax Goods and Service Tax (GST) and all such and other statutory taxes dues duties or payments which may be levied by the State Government or Central Government or any other statutory authority (including payments for interest penalty or the like in respect of such taxes etc) payable directly indirectly or remotely in the present or in future on the sale construction or development of the Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Purchaser to the Promoters proportionately alongwith payments/installments of consideration under clause 1(A) hereof or within fifteen (15) days from the date of the intimation by the Promoters in that behalf or as the Promoters may require. In case of any deficit amount payable by the Purchaser to the Promoters for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Promoters before accepting possession of the Premises. The Purchaser does hereby further agree and undertake to indemnify and keep the Promoters

indemnified saved defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non payment of such Service Tax/VAT GST or other statutory liability or payment whatsoever. Upon the request and direction of Promoters the Purchaser does hereby further agree and undertake to provide and handover to the Promoters the bankers cheque post dated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. In the event or in case of default by the Purchaser in the payment of Service Tax/VAT GST or any such other or further statutory payments liabilities or the like relating the construction development sale marketing etc of the Premises then (a) the same will be payable alongwith interest as herein elsewhere stated; and (b) the Promoters will be entitled to a first charge and lien on the Premises to the extent of such outstanding statutory taxes/dues. The service tax/ VAT /GST shall be payable alongwith each installments of consideration.

27 As per the provisions of sec 194-IA of the Income Tax Act 1961, the Purchaser will be bound and liable to deduct a sum of 1% (one percentum only) out of the consideration under clause 1(A) hereof as and by way of Tax Deducted at Source. The TDS should be deducted and deposited as aforesaid, simultaneously upon payment of the consideration and each installment thereof. The tax so deducted should be deposited with the Income Tax Department - within seven (7) days from the end of the month in which such tax is deducted by the Purchaser as aforesaid. The Purchaser will also be bound and liable to provide to the Promoters the authenticated copies of the challan of payment of such tax his TAN Card/communication. In the event of the Purchaser's failure to deduct and pay the tax as aforesaid, then the Purchaser alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Purchaser will indemnify and keep indemnified saved defended and harmless the Promoters in that behalf. The Promoters will be at liberty to adjust/appropriate take benefit of the amount of tax so deducted and paid out of its total tax liability under the Income Tax Act 1961.

28 With the intention to bind the Purchaser himself and his successors in title who may from time to time be entitled to the benefit under this agreement the Purchaser hereby covenants with the Promoters as follows:-

- a To maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the Premises is taken and will not do or suffer to be done anything in or to the Premises or any other part thereof or the Building or any part thereof including but not limited to the Common Areas and Restricted Areas which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or make any additions alterations or modifications in the Premises or any other part thereof or the Building or any part thereof;
- b to manage maintain lookafter keep neat clean tidy and in good repair and condition the niches architectural/elevational features flower beds etc which are attached and appurtenant

to the Premises. The purchasers of the other premises etc in the Building shall have no right of access use enjoyment or occupation of such areas appurtenant attached to the Premises and the same shall solely exclusively remain in the use and enjoyment of the Purchaser alone;

- c to separate dry and wet garbage and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M.;
- d Not to store in the Premises any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the Building or otherwise objectionable to the concerned local or other authority. In case any damage is caused to the Building or the Premises on account of negligence or default of the Purchaser in this behalf, then the Purchaser alone shall be liable and responsible for the consequences of the breach/negligence/default;
- e Not to carry or cause to be carried any extra large or heavy package which may damage or is likely to damage the lifts staircase common passages or any other structures of the Building including its entrance;
- f Not to carry out any addition alteration or modification to the Premises or any part or portion thereof without the prior written permission of the Promoters or the Organisation (as the case may be);
- g Not to chisel or in any manner damage the columns beams walls slabs or RCC structures or other parts of the Premises or otherwise demolish or cause to be demolished the Premises or any part thereof;
- h Not to make or do any addition or alteration or modification of whatsoever nature in or to the grills of windows lift landings and outside staircases and other portions of the Common Areas and Restricted Areas or do any act deed matter or thing which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or exterior design or colour scheme of the Building or any part thereof or otherwise;
- i Not to keep or place any goods things articles furniture fixtures garbage cans pots and other receptacles with or without plants or foilage common passage staircases landings or lobbies on the edges parapets or any other outer portion of the Premises;
- j Not to enclose the balconies terraces passages or other portions of the Common Areas and Restricted Areas or any other portions of the Building;

- k Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Premises or any part thereof;
- l The window airconditioners or split unit airconditioners should be appropriately installed in the place provided therefor;
- m To keep the portion sewers drains pipes of the Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building;
- n Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- o Not to carry or cause to be carried or moved any garbage cans in the lifts of the Building;
- p Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot or the Building;
- q to maintain manage lookafter repair restore and replace and keep in good order and condition the Common Areas Restricted Areas passages compounds and other common areas facilities and amenities with the electrical light drains pipes sewers and all other installations and connection hereto;
- r To duly fully regularly and punctually bear and pay the proportionate costs charges and expenses for repairing and maintaining the common properties and amenities as also the proportionate rents rates taxes and all other outgoings including any increases therein payable to the municipal authorities the State Government or any other local or public authority in respect of the Plot including the Common Areas Restricted Areas and other properties and amenities therein. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Promoters and thereafter, to the Organisation;
- s To fully and properly restore at his entire costs charges and expenses the Common and/or Restricted areas compounds passages and other areas and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a reasonable

prior notice in writing shall be given to the parties affected thereby including the Promoters or the Organisation (as the case may be);

- t Without prejudice to the consequences or liability that may arise in that event the Purchaser will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Premises by the Purchaser;
- u Not to let sub-let transfer assign or in any manner part with possession of the Premises or the Purchaser's interest or benefit under this agreement until: (i) all the dues payable by the Purchaser to the Promoters under this agreement are fully paid-up (ii) the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this agreement (iii) the Purchaser has obtained permission to that effect in writing from the Promoters or the Organisation and (iv) the Purchaser has duly paid to the Promoters the transfer charges/premium and other payments/charges as may be stipulated by the Promoters in its sole and absolute discretion;
- v To observe and perform all the rules and regulations which the Organisation may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building the Common Areas the Restricted Areas amenities and facilities and the flats tenements premises showrooms offices commercial premises therein or otherwise;
- w To duly fully and scrupulously observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
- x To observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;
- y Till the Deed of Transfer/Conveyance of the Plot with the Building thereon is executed in favour of the Organisation the Purchaser shall permit the Promoters and their architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the Premises to view and examine the state and condition thereof.

29 If any default is committed by the Purchaser in making payment of any amount under this agreement or otherwise without prejudice to his other obligations and liabilities that may arise in that event the Purchaser shall be liable to pay and does hereby irrevocably agree and undertake to pay to the Promoters, the outstanding amount alongwith the interest

calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provisions of Rule 18/Chapter IV of the Rules. The Promoters will have a first lien and charge on the Premises in respect of any amount remaining unpaid by the Purchaser under this agreement.

30 On the Purchaser committing any three (3) defaults in payment of the consideration or any other any amount alongwith the interest accrued thereon remaining due and payable by him to the Promoters under this agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. Provided that the Promoters shall give a prior notice of fifteen (15) days in writing to the Purchaser by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period. Thus the Promoters shall be entitled to terminate this Agreement. The termination of this agreement by the Promoters will be binding on the Purchaser and the Purchaser will not raise any objections in that behalf. Upon termination of this agreement by the Promoters:

- (a) the Promoters will be entitled and authorized to unilaterally forfeit all the amounts till then paid by the Purchaser to the Promoters as and by way of mutually agreed and quantified liquidated damages;
- (b) the amount so forfeited by the Promoters will be appropriated by the Promoters unto themselves as they may deem fit;
- (c) the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Promoters will be authorized to enter upon and resume the possession of the Premises;
- (d) the Promoters will be entitled and authorized to sell the Premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object or question the same;

and

- (e) however VAT, Service Tax or any other statutory dues paid by the Purchaser will be non-refundable and the Purchaser shall have no right to claim any repayment or reimbursement thereof.

31 The Promoters will always be entitled to exercise a first lien and charge on the Premises in respect of any amount and/or interest thereon remaining unpaid by the Purchaser under the terms and conditions of this agreement. The Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise in any manner deal with the Premises or part with possession thereof in any manner whatsoever during the subsistence of such a charge of the Promoters on the Premises.

32 Subject to the Purchaser making full payment of the consideration in respect of the Premises and all other amounts hereunder payable by him to the Promoters, the Promoters shall handover possession of the Premises to the Purchaser on or before \_\_\_\_\_ 20\_\_\_. In case the Purchaser does not intend to cancel this Agreement and does not intend to withdraw, the Promoters shall pay to the Purchaser the interest at such rates as per Rule 18/Chapter IV of the Rules on the amounts received by them in respect of the Premises. Upon repayment of the amounts as aforesaid by the Promoters to the Purchaser, the Promoters will always be entitled and authorized to deal with and dispose of the Premises in any manner whatsoever as they may deem fit and proper. Provided Further that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date in case if the completion of the Building is delayed on account of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project or due to specific stay or injunction orders relating to the project from any Court of Law or Tribunal, competent authority, statutory authority, high power committee etc.

33 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

34 The original hereof shall remain with the Purchaser. The Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Promoters will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Purchaser in writing.

35 The Purchaser hereby grants his express consent to the Promoters to raise any loan or any other financial facility against the Plot and/or the Building under construction. This consent is on the express understanding that such liability shall be cleared by the Promoters at their own expenses prior to the transfer of the Plot or any other portion thereof as is hereinabove stated.

36 The Promoters hereby represent and warrant to the Purchaser as follows:

- i The Promoters have clear and marketable title to the Plot. The Promoters are entitled to develop the same. The Title Certificate in that behalf is annexed hereto as Annexure '1'. The Promoters

are in actual physical and legal license/possession of the Plot for the redevelopment thereof;

- ii The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Plot and shall obtain requisite approvals from time to time to complete the redevelopment thereof;
- iii There are no encumbrances on the Plot except those disclosed hereinabove;
- iv There is no litigation pending before any Court of law with respect to the Plot except those disclosed hereinabove;
- v All approvals, licenses and permits issued by the competent authorities with respect to the construction of the Building on the Plot are valid and subsisting and have been obtained by following due process of law. Further all approvals licenses and permits to be issued by the competent authorities with respect to the Plot and the Building shall be obtained by following due process of law. The Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot and the Building to be constructed thereon;
- vi The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii The Promoters 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 Plot/Building and/or the Premises which will in any manner affect the rights of the Purchaser under this Agreement;
- viii The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;
- ix At the time of execution of the Deed of Transfer/Conveyance of the Plot and Building as per the provisions hereof to the Organization, the Promoters shall handover the lawful vacant peaceful physical possession of the common areas of the Building.
- x The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charge sand taxes and other monies, levies, impositions premiums damages and/or penalties and other outgoings whatsoever payable with respect to the Plot/redevelopment thereof 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 Plot has been received or served upon the Promoters in respect thereof except those disclosed hereinabove.

37 The Purchaser represents and warrants to the Promoters as follows:

- (i) the Purchaser has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
- (ii) if the Purchaser is an incorporated entity, it is duly incorporated or organised and existing under the laws of the jurisdiction of its incorporation or organization, and that it has full power and authority to enter into, execute, deliver and perform this Agreement and that the execution, delivery and performance by the Purchaser of this Agreement has been duly authorised by all necessary corporate or other action of the Purchaser; and
- (iii) this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

38 For better and more convenient use and enjoyment of the Premises and at the request and direction of the Purchaser, the Promoters do hereby allot to the Purchaser, the open/basement/stilt/podium/stack car parking space bearing no(s) \_\_\_\_\_ in the compound of the Building. Such car parking space will be deemed to form a part and parcel of the Premises.

39 The Promoters are hereby expressly authorized and entitled to sell allot transfer or use utilize or create any third party rights in respect of the overhead terrace or any other pocket of terraces refuge areas etc of the Building (save and except the water tank or lift room) for such purposes and for such consideration as they deem fit and proper. The Promoters may put up or allow to be put up neon signs hoardings or any other advertising media or any antenna for cellular transmission purposes on the overhead terrace or any part thereof or the parapet wall thereof and the Purchaser will not raise any objection of any nature whatsoever thereto. The Promoters or the Purchaser or transferee of such overhead terrace or any other pocket of terraces refuge areas etc or any portion thereof will alone be entitled to the rent/fee/compensation in that behalf.

40 The Promoters shall complete the construction of the Building or any of them and other buildings on the Plot by themselves or appoint any nominee or nominees for that purpose and also shall have rights to assign the entire project of the development of the Plot or any part thereof at any stage as per the provisions of section 15(1) of the Act and to complete the development of the Plot including the construction of the Building thereon through such nominee or nominees or assignee.

41 Save and except the Premises, the Promoters shall have the right to create any mortgage charge or lien in favour of any bank or financial institution to raise finance or otherwise to encumber any premises tenements or flats or any part of the Building to be constructed on the Plot or any part thereof on such other terms and conditions as the Promoters shall in its absolute discretion deem fit and proper.

42 The Premises forms an integral part of the Building and the Purchaser shall have no right to partition the same from rest of the Building.

43 All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.

44 The forwarding of this Agreement to the Purchaser by the Promoters do not create a binding obligation on the part of the Promoters or the Purchaser until, firstly the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in clause 1(A) above within thirty (30) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within thirty (30) days from the date of its receipt by the Purchaser and/or appear before the Sub Registrar for its registration as and when intimated by the Promoters then the Promoters shall serve a prior written notice to the Purchaser for rectifying the default which if not rectified within fifteen (15) days from the date of its receipt by the Purchaser then the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned by the Promoters to the Purchaser without any interest or compensation whatsoever.

45 This Agreement alongwith its schedules and 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 apartment/plot/building as the case may be.

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

47 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 Premises shall equally be applicable to and enforceable against any subsequent purchasers being the nominees/assignees of the Purchaser or the Purchaser's heirs/executors/assigns/successors in title as the said obligations go alongwith the Premises for all intents and purposes.

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

49 In this Agreement wherever it is stipulated that the Purchaser is liable to make any payments in common with other purchasers/allottees of the other flats/tenements in the Building, then such payments shall be in the

proportion that the carpet area of the Premises bears to the total carpet area of all the flats/tenements/premises in the Building.

50 Both the parties agrees 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.

51 The execution of this Agreement shall be completed only upon its execution by the Promoters through their partner/authorized signatory at the Promoter's Office, or at some other place which may be mutually agreed between the Promoters and the Purchaser. The Purchaser and/or Promoters shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.

52 Any dispute between the parties hereto relating to the Premises or the Building shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 Rules and Regulations thereunder.

53 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction for this Agreement.

54 This agreement shall be subject to the provisions of the Act, the Rules and the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act, 1963. In the event of any of the provisions of this Agreement being contradictory or inconsistent with those of the Act then the provisions of the Act and the Rules shall override such contradictory or inconsistent provisions hereof.

55 The name of the Building shall always be "**Marshal Srishti II**".

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**  
**(Description of the Plot)**

**ALL THAT** piece or parcel of land situate at Devipada, Atmaram Bhoir Marg, Off Gaondevi Road, Bhandup (West), Mumbai – 400 078 within the limits of Greater Mumbai in the revenue village Bhandup taluka Kurla in the district and registration sub-district of Mumbai City and Mumbai Suburban formerly bearing CTS 206 in aggregate admeasuring approximately 2756.2 sq mts as per the City Survey Records and bounded as follows that is to say On or towards North by CTS No. 205 and on or towards South by CTS No. 210 on or towards West by 12.20 m wide Aatmaram Bhoir Marg and on or towards East by CTS No. 204.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**  
**(Description of the Premises)**

**ALL THAT** Flat bearing no \_\_\_\_ admeasuring about \_\_\_\_\_ sq ft (RERA carpet area) ie \_\_\_\_\_ sq mt on the \_\_\_\_\_ floor of Wing “A” / “B” of the building to be known as `Marshal Srishti II' under construction on the Plot described in the First Schedule hereinabove setout.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**  
**(List of Amenities and Specifications)**

1. R.C.C.Frame Structure
2. Decorative entrance/ internal doors
3. One night latch of each flat
4. Modular Kitchen
5. Vitrified Tile Flooring
6. Cooking platform with Granite top and built-in-stainless steel sink having appropriate level of tiles dado
7. Full glazed tiles, dado and flooring in bath with ceramic tiles and full tiles dado in W.C. with wash basins
8. Premium Sanitary Ware & Bathroom Fittings
9. Powder coated aluminium silding windows
10. Interior walls with O.B.D.paint
11. Concealed copper wiring the appropriate light points, one fan point and one plug in each room.
12. Geyser
13. Cement paint to outer surface of the structure
14. Modular Switches
15. A number plate for individual flat.
16. High Speed Elevators
17. Overhead and suction tanks with pumps for adequate water supply.

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**  
**(Description of Common Areas)**

- 1 Common Lobbies.
- 2 Common Staircases.
- 3 Water tanks.
- 4 Pump rooms.
- 5 Compound
- 6 Lifts
- 7 Lift Room
- 8 Landings.

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:**  
**Description of Restricted Common Areas**

- 1 Overhead terraces alongwith its external peripheral walls blank walls and other walls.
- 2 Pocket Terraces
- 3 Parapets and other external peripheral walls blank walls and other walls.
- 4 Recreation ground
- 5 Stilt/open car parking spaces.
- 6 Compound and other open areas.
- 7 Lobbies/Passages
- 8 Fitness Centre

SIGNED SEALED AND DELIVERED )  
THE withinnamed `Promoters' )  
Marshal Enterprises through its )  
Authorised Partner/ Signatory )  
Mr. \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )

**For Marshal Enterprises**

**Authorized Partner / Signatory  
(Promoter)**

SIGNED SEALED AND DELIVERED )  
BY THE withinnamed `Purchaser' )  
Mr./Mrs./Ms. \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ )

RECEIVED of and from the withinnamed )  
Purchaser a sum of Rs \_\_\_\_\_/- )  
(Rupees \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_ Only) )  
by Cash/Cheque bearing no \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

dated \_\_\_\_\_ )  
\_\_\_\_\_ )

drawn on \_\_\_\_\_ )  
\_\_\_\_\_ )

Bank \_\_\_\_\_ )  
\_\_\_\_\_ branch )

being the earnest money paid by him/them )  
to us as within mentioned)

WITNESSES :

1.

2.

Rs \_\_\_\_\_/-

**WE SAY RECIEVED**

**For Marshal Enterprises  
Authorized Partner/Signatory  
(Promoters)**