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Prospective Allottees are advised to refer to the Deviation Report separately uploaded by us. Further, we advise the Prospective Allottees to undertake independent verification. The Agreement for Sale will be executed as per the latest uploaded draft.

### **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** made and executed at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY AND BETWEEN

**Neelyog Builders Pvt. Ltd.**, a private limited company incorporated under the Companies Act, 1956 [CIN U70100MH2000PTC125560], having its office at Unit No. 1037, 10<sup>th</sup> Floor, Hub Town Solaris, N.S Phadke Marg, Andheri (East), Mumbai-400 069; hereinafter referred to as “**Owner**” or “**Promoter**” (which include their successor or successors and assigns) of the **ONE PART**;

**A N D**

\_\_\_\_\_aged about \_\_\_\_years of Mumbai, Indian Inhabitant, residing at \_\_\_\_\_ hereinafter referred to as “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include mean & his legal heirs, executors and administrators) of the **OTHER PART**;

**WHEREAS:**

a) One, Bai Zaverbai Purshottam Nathu Charitable Trust (‘**Original Owners**’), was absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing No.20 of Ghatkopar T.P.S. II and corresponding to City Survey No. 3809 to 3833 (both inclusive) admeasuring 3082.20 sq. meters or thereabout as per the Property Register Card and 3113.26 sq. metres as per Town Planning Scheme measurement and lying being and situate at Laxminarayan Lane, Ghatkopar (East), Mumbai- 4000 86 and Revenue village Ghatkopar Kirol, Taluka and Registration Sub-District Kula, in the Registration District and District of Mumbai Suburban and within Municipal Ward “N” of Municipal Corporation of Greater Mumbai together with structures standing thereon and which structures were occupied by various tenants/occupants and a Temple standing thereon. The said Property is more particularly described in the **First Schedule** hereunder written and which property is shown in red coloured boundary line on the Plan annexed hereto as **Annexure ‘A’** and hereinafter referred to as “the said **Property**”;

b) Various structures that are or prior hereto were standing on the said Property are referred to as (1) Old Zaver Sadan Building (2) New Zaver Sadan Building (3) Building on leased portion and (4) Shri Laxminarayan Temple being the Temple Portion admeasuring about 296 square meters which includes Temple, Opla and Steps and Access to the Temple and 5) Certain utility rooms being used by the Temple referred to as “Temple utility rooms”. The “Old Zaver Sadan Building” and the New Zaver Sadan Building” were in an extremely dilapidated condition and the Municipal Corporation of Greater Mumbai (“MCGM”) on the its report and its own survey had declared the said buildings as “C1” category building and have since demolished the same. The Temple on the Temple Portion, Temple utility rooms and Building on Leased Portion continue to exist on the said Property;

c) Thereafter, by and under the Deed of Conveyance dated 31.03.2022 duly stamped and registered under Sr. No.KRL-3/8939/2022 on 18.05.2022, executed in pursuance of an order dated 21<sup>st</sup> February 2020 passed by the Hon’ble High Court in writ Petition no. 3338 of 2019, Promoter herein acquired the said Property from the Original Owners on the terms and conditions and for a consideration more particularly mentioned therein. The Promoters herein have as agreed and required under the aforesaid Deed of Conveyance executed a Deed of Lease which is duly stamped and registered under Sr. No. KRL3-8945-2022 on 18.05.2022 in respect of the said Temple Portion admeasuring 296 sq. metres in favour of the Original Owners and the Original Owners are absolutely entitled to the said Temple Portion. There is a minor area correction that is required to be made in the said deed of lease and the parties Original owners and the Owners are in the process of finalising the draft of the deed of rectification for rectifying the deed of lease and consequently the deed of conveyance. The said correction is of no consequence to the redevelopment as the lease only records the area being retained by the Trust for the Temple, however all rights for redevelopment of the said portion leased back along with the FSI/development potential (as set out in the said Deed of Lease) of the said portion belongs solely to the owners herein;

d) In the premises aforesaid the Owners/Promoters herein are absolutely seized and possessed of and are otherwise well and sufficiently to the said Property (subject to the Leasehold rights of the Original owners and eligible Tenants who are required to be re-accommodated) and are desirous of developing the said Property and have for the said Purpose applied for requisite permissions from S.R.A. Authorities for the development of the said Property inter-alia for development of the said under the provisions of Regulation 33 (11) read other relevant provisions of the Development Control and Promotion Regulations 2034 (“DCPR 2034” for brevity); The scheme as proposed and submitted by the Owners herein was accepted by the Slum Rehabilitation Authority vide its letter bearing SRA/ED/OW/2022/3333 dated 24/8/2022.

- e) The Slum Rehabilitation Authority has issued its Intimation of Approval dated 23/5/2023 bearing No. N/PVT-01111/20221115/AP for the building proposed on the said property;
- f) The Promoters have entered into a standard Agreement with an Architect registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects;
- g) The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architects and the structural Engineer till the completion of the building;
- h) In pursuance of the Letter of Intent dated 11/5/2023 bearing No. N/PVT/01111/20221115/LOI issued by Slum Rehabilitation Authority, the Promoter has proposed to construct a building having 4 wings wherein Wing A, B and C are proposed for Sale and Wing D is proposed predominantly for accommodation of existing tenants who were residing on the said property. Wing A, B & C has commercial shops on the ground floor/first floor and 11 upper floors for residential (Ground plus 12) (to be increased to 16 floors if the constructible height as per civil aviation NOC is relaxed). Part portion of wing B and wing C also has 1<sup>st</sup> to 7<sup>th</sup> (pt) floors for provision of parking and proposed Yoyalaya on 7<sup>th</sup> floor part and Fitness Center on 8<sup>th</sup> Floor part. Wing A also has a parking tower attached to it which is meant for the parking for sale component. A parking tower attached to Wing D is mainly for parking of the existing tenants. The construction of wing A to D is proposed on a portion admeasuring 2786.20 sq. meters (which exclude the Temple Portion) of the said Property and which portion is more particularly described in the Second **Schedule** hereunder written and is delineated in purple colour boundary line on the Plan annexed hereto as **Annexure "A"**. It is clarified that, the Promoters propose to develop the said property in a phase-wise manner and the Wing A which is proposed to be constructed on the portion mentioned above shall be developed/constructed by the promoters at a later stage and accordingly the date of completion for the said wing will be extended as the said wing A is a part of the later phase of development.
- i) By virtue of the above recited documents, the Promoters have the sole and exclusive right to develop the said property and sell the Premises including the Premises which are subject matter of this Agreement, in the proposed sale building to be known as "NEELYOG AARANA", to be constructed by the Promoters on the said Plot and to enter into Agreement/s with the Purchaser herein and to receive the sale consideration in respect thereof;
- j) The Promoters have represented to the Purchasers, that the said Building is a part of the sanctioned Building Layout, which Layout is being developed by the Promoter in

separate stages/phases and further that wing D is predominantly for existing/Rehab occupants but since the original transfer of entire land is proposed to be done to the federation of societies of wing A to D, the Promoters have registered the entire property as one Project with the Maharashtra Real Estate Regulatory Authority (“Maha RERA). The Wing A to D of the Building (hereinafter referred to as “Building”) being constructed upon a portion of the said Property admeasuring approximately 2786.20 square meters (hereinafter referred to as the “Project Land”) which is more particularly described in the **Second Schedule** hereunder written, is proposed as a “Real Estate Project” by the Promoter and has been registered as a “real estate project” with the MahaRERA under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as “RERA”), read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017, other rules and regulations, and any amendment thereto (“RERA Rules”). MahaRERA has duly issued the Certificate of Registration No. \_\_\_\_\_ dated \_\_\_\_ for the Real Estate Project and a copy thereof is annexed hereto as **Annexure “B”**. The information and documents uploaded by the Promoter for the Project are available for inspection on the website of the Authority at [https://maharera.mahaonline.gov.in](https://maharera.mahaonline.gov.in;);

k) The Promoters have got the necessary approvals as mentioned hereinabove from the concerned statutory authority/local authority(s) to the plans, the specifications, elevations, sections and of the said Wings/Building and shall obtain the balance approvals from various authorities from time to time;

l) While sanctioning the said plans, the concerned statutory/ Competent authority has laid down certain terms, conditions, stipulations and restrictions and such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Promoters while completing the said Project of proposed construction and only upon the observations and performance whereof, the Occupation Certificates in respect of such construction shall be granted by the said concerned statutory/ Competent authority, the Promoters hereby agree to ensure that the Promoters shall duly observe and perform all such terms, conditions, stipulations and restrictions;

m) The Purchaser has after satisfying himself as regards the title of the Promoters to the said Property and after inspection of the documents referred to in the Title Certificate mentioned in this Agreement and after inspecting the site, approached the Promoters for purchasing from them a Residential Premises/Unit bearing No.\_\_\_\_\_, admeasuring \_\_\_\_\_ square feet (RERA carpet area) on \_\_\_\_\_ floor in the Wing \_\_\_ of the Building known as ‘\_\_\_\_\_’ proposed to be constructed on the said Property by the Promoters (hereinafter referred to as “**the said Premises**”);

n) The Purchaser has Before the execution of this agreement taken physical inspection of the said Property and its location and its surroundings and has / have satisfied themselves about the same and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in future in respect of any matter relating thereto;

o) The Purchaser hereby agrees and confirms that inspection has been given by the Promoters of all the documents of title and true copies of Letter of Intent, Intimation of approval, commencement certificate, the present and proposed plans and the specifications of the said building/s which is in the process of being constructed by the Promoters on the said Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Acts") and the Rules and Regulations made thereunder and under the provision of Maharashtra Ownership of Flats act, 1963 and Rules framed thereunder and under the provision of Maharashtra Ownership of Flats act, 1963 and the Rules framed thereunder (hereinafter referred to as "MOFA");

p) The title of the Promoters is duly verified by the Advocate M/s. Shiralkar & Co. and has been certified that the title of the Promoters is clean, clear and free from all encumbrances with right to develop the said Property and to carry on construction thereon and sale of the constructed premises as well as the entire subject matter of the Property;

q) The Purchaser has after inspecting the Property and documents of title and after independently verifying the title of the Promoter through their Advocates and after being satisfied that the title of the Promoters is free from all encumbrances and clear and marketable have applied to the Promoters for allotment of said Premises in the said proposed Building being constructed by the Promoters on the said Property;

r) Copies of the following documents are annexed hereto and marked as follows:-

<b><u>Annexure "A "</u></b>	The said property is more particularly described in the First Schedule and which property is shown in red cloured boundhry line on the plan.
<b><u>Annexure "B "</u></b>	Authenticated Copy of Certificate of Registration of the said Project under RERA.
<b><u>Annexure "C "</u></b>	Title Certificate issued by M/s. Shiralkar & Co., Advocates for the said property.
<b><u>Annexure "D "</u></b>	Property Register Card of the said property
<b><u>Annexure "E "</u></b>	Copy of I.O.A. dated 23/5/2023 bearing no. N/PVT-01111/20221115/AP

<b><u>Annexure ‘F’</u></b>	Copy of C.C. dated 14/7/2023 bearing no. N/PVT/01111/20221115/AP.
<b><u>Annexure “G” (Collectively)</u></b>	Authenticated Copies of Floor Plans of the Premises, which is subject matter of this Agreement.
<b><u>Annexure “H”</u></b>	List of Fixtures, Fittings and other Amenities in the Building/Premises.
<b><u>Annexure “I” (Collectively)</u></b>	Authenticated copies of Building Plan and Building Layout Plans as approved by concerned authority of Proposed Building and Open Spaces as in the Project on the said Property.

s) The Purchaser is/ are aware of all the terms and conditions contained in various documents hereinabove recited including the sanction for development, LOI, (IOA) and shall observe all the terms and conditions applicable to him. The Purchaser hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry development on the said property and construct the proposed building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the Slum Rehabilitation Authorities and as the Promoters in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of S.R.A. Authorities or any other appropriate authorities in that behalf as well as for the construction of the said building on the said Property upon or after the grant of such approval or sanction relating thereto provided that, the size and location of the said Premises agreed to be purchased by the Purchaser is not in any manner adversely affected;

t) The Parties after relying on the inspection, 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;

u) This Agreement for Sale is in respect of the said Premises, which the Promoters herein are authorized and entitled to sell and as such the Promoters herein are entitled to sell to the Purchaser and the Purchaser has approached the Promoters for purchasing a Premises, being Residential Premises/Unit No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet (carpet area) equivalent to \_\_\_\_\_ square meters on the \_\_\_\_ Floor in Wing \_\_\_\_ (herein referred to as “said Premises”) of the building known as ‘NEELYOG AARANA’ being constructed on the said Property and which Premises is more particularly described in the **Third Schedule** hereunder written;

v) The carpet area of the said Premises is about \_\_\_\_ square feet that is \_\_\_\_\_ Square Meters carpet area (“carpet area” referred herein shall have the meaning as defined under RERA) excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises. The area of the balcony attached to the said premises is \_\_\_\_ sq. mtrs. and the total area of the said premises is \_\_\_\_ sq. mtrs (RERA Carpet plus area of balcony);

w) Before the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), as advance payment (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters balance of the sale consideration and other amounts payable under this agreement in the manner hereinafter appearing;

x) Under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 and also Maharashtra Ownership of Flats Act, 1963, the Promoters is required to execute a written Agreement for Sale of said Agreement with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

y) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Purchaser hereby agrees to purchase the said Premises.

z) The Allottee has agreed to sign a separate declaration and confirmation of his separate, prior, written, affirmative consent required under the law. This Agreement shall be read with the said declaration and confirmation.

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

1. **RECITALS TO FORM PART OF AGREEMENT:**

1.1 The recitals of this agreement shall form an integral part of this agreement.

2. **REPRESENTATIONS OF THE PROMOTERS:**

2.1 The Promoters are entitled to construct and shall construct a wing/building being the Wing \_\_\_\_ of the building to be known as “NEELYOG AARANA” having residential and commercial premises and comprising of \_\_\_\_\_ and \_\_ upper floors on a portion admeasuring \_\_\_\_\_ sq. meters of the said Property and which portion is more particularly described in the **Second Schedule** hereunder written and is shown in slanted lines on the Plan annexed hereto as **Annexure “A”** and is hereinafter referred to as ‘said

**Plot'**. The Promoter has further represented to the Purchaser that the said Sale Wing A, B, C & D as stated above shall apart from the residential premises also have commercial premises on the ground and first floor

2.2 The Promoter shall construct a building having 4 wings wherein Wing A, B, and C are proposed for Sale, and Wing D is proposed predominantly for the accommodation of existing tenants who were residing on the said property. Wing A, B & C have commercial shops on the ground floor/first floor and 16 upper floors. Part portion of wing B and wing C also will have 1<sup>st</sup> to 7<sup>th</sup> (pt) floors for provision of parking and proposed Yogalaya on 7<sup>th</sup> floor part and Fitness Center on 8<sup>th</sup> floor part. Wing A will have a parking tower attached to it which is meant for the parking for sale component. A parking tower attached to Wing D is mainly for parking of the existing tenants. The approval and construction of the said Wings shall be in a phase-wise manner in accordance with the plans, designs, and specifications as approved by the concerned local authority from time to time. The approvals of the proposed 15th and 16th floors shall be applied and obtained on receipt of the requisite civil aviation as anticipated by the Promoter.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.3 The Promoter hereby declares that the total Floor Space Index available for the said Project Land is 9246.9 sq.mtrs plus 35% fungible FSI thereon. The Promoter will utilize the said total FSI of 9246.90sq. mtrs plus fungible Fsi as may be available there on, in a phase wise manner by constructing a building having Wing A, B, C, and D comprising of Ground Plus 16 (sixteen) upper floors on the Project Land. The Promoter declares that as of date 6754.12 square meters FSI plus fungible FSI of 2363.94 square meters has been sanctioned for the said project (fungible Fsi has been sanctioned and will be loaded on payment of fungible premium) and the remaining FSI will be sanctioned later on in a phase wise manner and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

2.4 The Building Layout of the said property has been sanctioned by the Slum Rehabilitation Authority vide its letter bearing No. N/PVT/01111/20221115/AP dated 23/5/2023. **The Promoters are in the process of negotiating with the occupants of the leased portion of the said Property which is occupied by a building consisting of ground plus 4 upper floors after the culmination of the negotiations the Promoters intend to**

demolish the building on the Leased portion and construct sale wing A thereon which will be completed at a later stage. For all purposes, Wing A to D are part of a single development but since the building on the leased portion that is the site of wing A is still to be vacated, the timelines for approvals and completion of the various wings may differ.

2.5 The Promoter shall construct a building being Wing A to D on the said Plot consisting of residential and commercial premises. The Promoters would market their commercial spaces on the ground and 1<sup>st</sup> floor for all kinds of commercial use and the Promoter may propose amendment to building plans as regards commercial users and propose users such as offices, gymnasium, bank, car/bike showroom, classes, banquets, halls, hotels, restaurants and /or place of large public gathering or any other commercial user, in addition to the current users as may be approved by the sanctioning authority; and the Purchaser doth accord his/her/their irrevocable consent for the same and shall have no objection to the same.

2.6 The Promoter shall provide Refuge area/s in the said Building as required under DCPR 2034 and the user whereof shall not be changed by the Purchaser and/or anybody claiming by through under or in trust of the Purchaser without prior approval of the Promoters and the sanctioning Authority being the Slum Rehabilitation Authority. It is further agreed that in case of planning constraints or to utilize the full development potential as disclosed, the Promoters shall be entitled to re-locate and/or shift the refuge area/floors from the place it has been earmarked at present and/or increase/decrease the refuge area and/or floors subject to the permission and sanction thereof by SRA/Fire Office and/or any competent authority from time to time.

2.7 The Purchaser /s is/are fully aware that the SRA scheme on the said property is being implemented under Rule 33(11) of DCPR2034 for and the said property is being re-developed as an ongoing and phase wise project and in the circumstances the Promoter have as per the LOI dated 11/5/2023 clubbed the said property with the SRA scheme being developed by Ratan Builders under regulation 33(10) of the DCPR 2034 wherein the PTCs are proposed to be transferred.

2.8 The Allottees are informed that some tenants/flat owners of the leased portion as well as some existing occupants would be provided permanent alternate accommodation in sale wing A to C and the Allottees herein accept the same and shall not raise any objection with respect to the same now or in the future.

2.9 The Promoter shall provide common garden on the ground floor behind the temple area. The said Recreation Garden shall be for common use, enjoyment and benefit of all residents of the said Property including the said Plot and the also for the residents of Wing D. The Purchaser hereby agrees that he/she/they shall use and enjoy the said common

facilities and amenities in common with other owners/occupiers of the said building on the Property and shall allow others to use if any portion of the same is falling in the said Plot, subject to rules and regulations and payment of such pro rata contribution as decided by the Promoter or the said Society from time to time. It is clarified that the Landscape/Multipurpose hall to be provided on the 7<sup>th</sup> floor, the Fitness Centre on the 8<sup>th</sup> Floor of Wing B&C and the multipurpose landscaped terrace area on the building top terrace shall be exclusively meant for the use and enjoyment of the residents/purchasers of Wing A, B and C only. It is further clarified that the Tenants/Occupants of old buildings who are provided accommodation in the Sale Wings shall be entitled to use and enjoy all the facilities and amenities of the Sale Wings and the purchaser hereby agrees that shall not obstruct the said Tenants from utilizing the said facilities and amenities. **Subject to provisions of RERA, the Promoter shall be entitled to revise the location and form of the said RG from time to time and said R.G. area will be proposed in such form and in such places as may be permitted by SRA from time to time.**

2.10 The name of the said building shall be “NEELYOG AARANA” and the organization or Society of the said purchaser shall not change the same without written consent of the Promoter.

2.11 The Purchaser / shall comply with all the terms and conditions imposed by SRA /MCGM, Government of Maharashtra, Government of India, Fire Brigade and/or any other Competent Authority / Authorities at the time of execution of the Agreement and/or which may be imposed hereinafter and any consequences of the breach thereof, the Purchaser alone shall be responsible for the same.

2.12 **It is agreed and recorded by and between the parties hereto that, as per the requirement of power supplier the Promoter may be required to make available space for Electric Sub-Station/receiving station at such location as may be required by Power Supplier from time to time, to which the Purchaser doth hereby accord his/her/their irrevocable consent for the same. It is clarified by the Promoter that such sub-station shall be common for all wings being Wings A, B, C and D and the Purchaser has no objection to the same. It is agreed and recorded by and between the parties hereto that the Purchaser and/or anybody claiming by, through, under or in trust of the Purchaser shall abide by all terms and conditions as are laid down by the Power Supplier / SRA for installation of Electric Sub-station/receiving station and such further terms and conditions as may be laid down by Power Supplier /SRA/ Chief Fire Officer, Fire Brigade Mumbai, from time to time. It is agreed and recorded that access to the Electric sub-station/receiving station shall always be kept free as per the requirement of the Power Supplier /SRA Chief Fire Officer, Fire Brigade Mumbai from time to time.**

2.13 It is agreed by and between the parties hereto that, Purchaser shall abide by all the terms and conditions contained in Letter of Intent/s, IOA, CC and layout issued by SRA from time to time sanctioning the plan of the said property and such other terms and conditions as may be laid down/imposed by SRA from time to time at the time either on their own and/or in view of any amendment/s sought for by the Promoter herein at any time after during the course of development of the said property till completion thereof as provided herein.

2.14 The Promoter has informed the Purchaser that there is a Temple on the Temple Portion that is separately leased to the Original Owners as a part of the terms of the conveyance with the Original Owners and the Purchasers shall not cause any obstruction to the religious activities like regular worship, festivals, procession on special occasions and the terms of the lease between the Promoters and the said Original Owners shall be binding on the Purchaser.

2.15 The Purchaser is informed that the Purchaser shall not object to the concession/s and/or permission/s being granted by the Government of Maharashtra and/or planning authority/s and/or any other Competent Authority/Authorities either to the Promoters in course of development of the said Property and/or any Owner/s and/or Developer/s of any other adjacent property/properties in deficiency in the open space etc. to which the Purchaser doth hereby accord his/her/their irrevocable consent to the same

2.16 The Purchaser is informed that in the event of any difference of premium /fees /compensation /taxes/penalty etc. by whatever nomenclature called becoming payable either to Government and/or Planning Authority and/or any other Competent authority/authorities and/ or due to change in DCPR 2034 etc. whether imposed prospectively and/or retrospectively; the Purchaser shall be responsible and liable to pay proportionate amount as and when demanded by the Promoters which the Allottee agree and undertake to pay the same.

2.17 The Purchaser herein agrees and undertakes to abide by all notification issued by the Government of Maharashtra and/or any other Planning Authority and/or any other authority/authorities from time to time with respect to the development of the said Property or any part thereof.

2.18 The Promoter shall be providing parking spaces in 1<sup>st</sup> to 7<sup>th</sup> (part) podium level in Sale Wing B & C, which will be serviced by two car parking lifts for the residents and commercial users of the said Sale Wings. In addition to the above a Parking tower is proposed to be constructed on the rear end of the sale Wing A. The Promoters have further represented that out of the total of 26 car parking proposed in the parking towers behind wing A, 10 car parking spaces in Parking Tower shall be utilized by Owners of

Commercial Premises and the remaining 16 car parking towers shall be utilized for the residents of Wing A, B and C. It is however expressly clarified that all parking in the podium as well as parking tower behind wing A (save and except for 10 parking for existing commercial and new commercial users), would be for the common use and benefit of all allottees of the said project as well as that of wing A.

2.19 The Purchaser/s agrees and undertakes that the Promoters shall be entitled to allot and/or sell parking spaces in the parking podiums/parking towers/stilt or otherwise grant a concession to the Purchaser/s to enable them to park his/her/their vehicles in the stilt/podium/basement/tower/mechanized parking systems for their personal use. It is expressly clarified that as per the sole discretion of the Promoters, the Promoters may either sell or allot or provide a concession to park a vehicle, in the stilt/podium/basement parking/parking tower/mechanized system and such allotment/sale/concession to park shall be binding on all /Purchasers including the /Purchasers herein and the /Purchasers will neither challenge the parking space/slot/location so allotted or the right of the Promoters herein to allot/sell/provide concession to the /Purchasers. The Developer shall allot/sell/grant concession as the case may be, one or such numbers of parking slot/s to the Purchaser without specifically mentioning or allotting fixed parking no/place/slot and the Purchaser will be able to park such number of cars as per their allotment in the stilt/podium/basement/stack/tower parking systems of the building as per availability of spaces. It is however clarified that the Developer shall be entitled to allot only such number of parking spaces to the Purchasers of the said Building as are available in the entire parking layout of the said Building, either as per approved parking layout and/or as per parking layout plan (including parking podium) made by the Developers as the case may be. Such allotment of parking space/slot by the Promoter to any of the Purchaser/s including the Purchaser/s herein shall be binding on all Purchaser/s. Agreed and recorded that the Purchaser/s shall have no claim, right, title or interest in any additional parking slots other than the number of parking spaces so specifically sold/allotted by the Promoters herein. The Promoters have informed the Purchaser/s and the Purchaser/s is aware that the society of such premises owners as may be formed, shall be responsible for the upkeep/security and maintenance of the parking area at their own costs charges and expenses without any recourse to the Promoters herein, which the Purchaser/s herein doth hereby admits, acknowledges and confirms.

2.20 The Promoters shall provide common meter rooms for each Wings or wing wise meter room separately for the said Wings at such place and location as the promoter may desire. The Promoter shall also provide common water/wing wise meter for all wings which will include both residential and commercial premises.

2.21 The Allottees have been informed that even though completion of wing A might be at a later stage than the other wings, as the existing building is still to be demolished, wing A to D for all practical purposes will be one project and all the common amenities meant for sale in the various wing A to C along with proposed amenities on the terrace

level and the garden proposed on the ground floor (common for all wings A to D) will be for the benefit and use of all the allottees of the sale wings A to C.

2.22 It is expressly informed to the allottees that some of the existing tenants/flat owners of the leased building have been provided permanent alternate accommodation in the sale wing A to C and they shall be entitled to use all the amenities meant for the sale wings and the allottees herein shall not object to the same. Further such tenants/flat owners of leased building shall be made/included as members of the society formed for the sale wings separately if any.

2.23 The Promoters have proposed parking on the \_\_\_\_ level podium in wing B & C which is adjacent to the Yogalaya and Fitness Center (7<sup>th</sup> & 8<sup>th</sup> floor part in the plans). The Promoters shall not be allotting any parking to the Allottees on the said floor and parking shall be reserved on the said floor only in exceptional circumstances and for most of the time said area would be kept as a car free zone which can be used by the allottees for various social/recreational activities without any permanent construction in the said area. The allottee herein has been explicitly made aware of this arrangement and shall not object to the same now or in the future. The Allottee shall not insist to use the said floor for parking their or their guests' vehicles to the detriment of the interest of the other allottees using the space as a recreational area.

2.24 It has been informed that the project is being developed under regulation 33(11) of DCPR 2034. As per the said Scheme wherein the PTCs generated in the said scheme on the said Property are proposed to be transferred to the amalgamated SR scheme of Ratan Builders in exchange of free sale component equivalent area of the said Ratan Builders scheme.

### 3. AGREEMENT TO SALE AND ALLOT THE PREMISES

3.1 The Purchaser hereby agrees to acquire and purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser Residential/Commercial Premises bearing No. \_\_\_\_ admeasuring \_\_\_\_ square feet equivalent to \_\_\_\_ square meters including the balcony admeasuring \_\_\_\_ sq. mtrs on \_\_\_\_ floor of Wing \_\_\_\_ of the proposed building known as \_\_\_\_ to be constructed on the said plot described in the Second Schedule hereunder written (**hereinafter referred to as "the said Premises"**) for a lumpsum consideration of Rs. \_\_\_\_/- (Rupees \_\_\_\_ ) which includes being the proportionate price of the common areas and facilities appurtenant to the said Premises (subject to deduction of TDS at the rate of 1% and which Premises is more particularly described in the Third Schedule hereunder written. The nature, extent and description of the common areas and facilities and Restricted areas are more particularly described in the Fourth Schedule hereunder written.

#### 4. **CONSIDERATION AND PAYMENT SCHEDULE**

4.1 The total lumpsum consideration amount for the said Premises along with its amenities is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

4.2 The Purchaser has paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) has been mutually agreed between the Parties to be paid in the following manner :-

##### **PAYMENT PLAN:**

- 1) 10 percent on Execution of Agreement.
- 2) 15 percent on the completion of the Plinth of the building.
- 3) 50 percent on the completion of the Slabs of the building.  
(3.333% on completion of each slab).
- 4) 7 percent on the completion of the walling and Internal and External plaster.
- 5) 6 percent on the completion of the Flooring.
- 6) 7 percent on the completion of the Doors and Windows, Sanitary fitting and plumbing.
- 7) 5 percent or remaining balance consideration as at the time of handing over the possession of the Premises.

The said amount of the Purchase Price referred to hereinabove excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Taxes (GST) or any other Value Added Tax, Service Tax, Swachh Bharat Tax, Krishi Kalyan Tax or cess or any other similar taxes, which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.

4.3 The aforesaid consideration is exclusive of G.S.T. and other taxes and the Promoters shall be entitled to collect from Purchaser GST at the rate as agreed under this agreement and such other applicable statutory taxes by whatsoever name called on all the instalments/deposits mentioned under this agreement and the Purchaser hereby agrees to pay the same on demand by the Promoters without any demur.

4.4 The Purchaser shall promptly and at the earliest furnish the copy of the TDS Certificate to the Promoters after execution of this Agreement and from time to time after payment of each and every instalment, non-furnishing of T.D.S. Certificate will be considered as default in payment of consideration.

4.5 In the event any matter relating to the tax structure (imposition/rate/applicability etc.) and/or rules and regulations affecting the development of the said project (DC regulations/labour laws etc.) is a matter of dispute between the parties to this agreement or between concerned Authority/Govt (The allottee and the Promoter may or may not be a party to such litigation) whether it be applicability or interpretation and the said subject is sub-judice, the Promoter shall be entitled to take a recourse which the Promoter thinks fit and proper. Any additional demand in taxes and/or changes in planning as may be necessitated by such course of action shall be binding on the Allottee/s and the Allottee/s shall not be entitled to withhold payment and/or object to change in planning on the pretext of waiting for the final judgment. It is agreed by the Allottee/s that they would not be entitled to claim any refund and / or revert to original planning on the receipt of the final judgment in that matter.

4.6 It is expressly clarified that in the event of change in rules and regulations/tax structure/ government policies/ court decisions on sub-judice matters, the alternative provided by the Promoter shall be final and binding on the Allottee/s. If the Allottee/s are not agreeable to the alternative so provided, the alternative would be to terminate this agreement and the Promoter shall refund the consideration so received, after deducting any pending charges and/or additional taxes so raised within 3 months of written application made by the Allottee/s in that regard. In the event of the Promoter failing to refund the consideration so received, after deducting any pending charges and/or additional taxes then in that event the Promoter shall have to pay simple interest @ 2% above prime lending rate as declared by SBI from time to time, P.A. on the outstanding consideration till such time the full consideration is repaid. The Promoter shall be entitled to sell/transfer/dispose the said Premises to any prospective Allottee/s on the receipt of the letter asking for termination of this agreement. The Allottee/s herein agree and undertake to execute such documents and appear at the office of the sub registrar to give effect to the said cancellation at their own costs charges and expenses.

4.7 The Promoters shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser and the common areas to the Proposed Society/Condominium/Company after receiving the occupancy certificate or the completion certificate or both, as the case may be.

4.8 Time is essence for the Purchaser to pay the aforesaid instalments. The Purchaser shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoters as provided hereinabove ("Payment Plan" above for brevity). The Promoters on due date / or on reaching any of the aforesaid construction milestone / stage as mentioned in the Payment Plan set out above will forward to the

Purchaser intimation having carried out the aforesaid work at the address given by the Purchaser under this agreement and/or by electronic mail and the Purchaser will be bound to pay the amount of instalments within 7 (seven) days of the Promoters dispatching intimation by Registered Post with Acknowledgment Due (RPAD) or Courier or email at the address of the Purchaser as given in these presents. The Promoters shall, if required by the Purchaser furnish to him/her/ them a copy of a certificate of the Architects certifying that the Promoters have carried out the concerned work given work and such Certificate shall be conclusive proof that the plinth and respective slabs or stage of work is completed and the Purchaser shall not be entitled to and hereby agree not to raise any objection as regards the said certificate of the Architect of the Project appointed by the Promoters.

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

4.10 Payment of any instalment, if made in advance shall be adjusted to the next instalment. No interest shall be paid by the Promoters for such advance payments made by the Purchaser or to the housing finance companies/ bank etc. on behalf of the Purchaser. Nor shall purchaser be entitled to any concessions or discounts for early payments. The Purchaser shall not by virtue of making timely payment of the instalments of the Purchase Price seek to claim or be entitled to claim any rebate or discount on the Purchase Price.

4.11 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

4.12 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.6 of this agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

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

4.14 The term “**Agreed Interest Rate**” if and wherever the same appears in this Agreement shall be as mentioned in clause 9 of this agreement read with Rule 18 of the MAHA RERA Rules.

## **5. FITTINGS AND FIXTURES AND OTHER AMENITIES**

5.1 The fixtures, fittings and amenities to be provided to the Purchasers in the said building and the Premises are those that are set out in **Annexure “H”** hereto. **The Purchaser agrees that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the material required to be provided either in terms of quantity and / or quality and / or delivery and / or for any other reason whatsoever beyond the control of the Promoter, than and in that event the Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Residential Premises with similar specifications and / or quality as may be available and required during the stage / time of the constructions in order to enable Promoter to offer on time the possession of the said Premises to the Purchaser as agreed under this Agreement. The fixtures, fittings and**

amenities are being provided by the Promoter in the said Premises are free of cost and the Purchaser agree not to claim any reduction or concession in the Purchase Price and / or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoter.

## **6. INSPECTION OF THE PROPERTY AND DOCUMENTS RELATING THERETO**

6.1 The Purchaser has Before the execution of this agreement taken inspection of the said Plot as well as the said Property and has satisfied himself/herself/themselves about the same and about the title of the said Promoters to the said Property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in respect of any matter relating thereto.

6.2 The Purchaser hereby agrees and confirms that inspection has been given by the Promoters of all the documents of title and true copies of Intimation of Approval, letter of Intent, Commencement Certificate, the plans and the specifications of the said building/s which is proposed to be constructed by the Promoters on the said Plot. The Purchaser is/are aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to carry on construction on the said Plot and other buildings on the other parts of the Property construct the said building in accordance with the sanctioned plans relating thereto and for making such additions and alterations (construction upto 16 floors) in the Building Plans and as the Promoters may in their sole discretion deem fit and proper. Subject to provisions of RERA, the Promoters shall be entitled to apply for obtaining the approval or sanction of the concerned local authorities or any other appropriate authorities for any modifications or amendments in the Layout or Building Phlans provided that the size and location of the said Premises agreed to be purchased by the Purchaser in this Agreement is not in any manner adversely affected. The Promoters shall be entitled to undertake all alterations or additions are required by any planning or statutory authorities or become necessary due to change in law or building rules or regulations.

6.3 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said building plans or thereafter and shall before handing over possession of the said Premises to the Purchaser obtain from

the concerned local authority, occupation and/or completion certificate in respect of the said premises.

## **7. REPRESENTATIONS BY THE PROMOTERS**

7.1 The Promoters as Developers of the said Plot are absolutely entitled to develop the said Plot. The Premises agreed to be sold by the Promoters under this Agreement is part of the constructed area that is, available for sale to the Promoters (Save and except the area to be allotted to the flat owners of the leased building Occupants/Tenants as mentioned above). The Promoters have agreed to sell to the Purchasers only the said Premises under this Agreement. The rights in respect of other Premises as also Car parking spaces and T.D.R. and/or F.S.I./Transferred FSI/fungible FSI rights and all other development potential of the said Property rights shall remain vested with the Promoters. Such Premises and/or rights shall be construed as restricted area and/or rights and the Purchasers shall not be entitled to claim any right, title or interest therein at any time hereafter. The Purchaser after he/she is added as member of the Company/Association/Condominium/Society as maybe formed by the Promoters as contemplated by this Agreement shall subject to the terms of this agreement enjoy all rights as a member of the said Company/Association/Condominium/Society on par with other members. The Promoters hereby further represent, declare and confirm that:

- a) The Promoters are absolutely entitled to develop the said Property;
- b) There are no outstanding encumbrances, mortgage/s, charge/s lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by any person in respect of the said Property nor is the said Property subject matter of any pending litigation or attachment either before or after judgment;
- c) The Promoters have not entered into any agreement or agreements nor have they contracted nor created any right, title or interest in favour of any person or persons nor have they done or committed to do any acts, deeds, things or matters whereby or by means or reasons whereof the said Premises is or can be adversely affected and/or seriously prejudiced;
- d) The Promoters have full right and absolute authority and are inter alia entitled to deal with the said Premises and sell the same unto and in favour of the Purchasers;
- e) The documents of title and more particularly are valid subsisting and binding;

- f) The said Property and the said Plot or the said Premises is not subject matter of any decree or order or attachment before or after judgment of any Court of law and/or any Authority or Authorities including under the provisions of the Income Tax Act and that there are no proceedings pending in any Court of law wherein the said Property is the subject matter;
- g) The said Property is free hold and there are no onerous covenants or conditions or restriction in respect of the said property;
- h) The Promoters have the requisite rights to carry out development in respect of the Building/s upon the said Plot and save and except the Leased Plot admeasuring about \_\_\_\_\_ square meters with a Temple standing thereon which is to be retained and which has been leased back to the original owners as per the terms of the conveyance. In addition to the above, the allottees are expressly informed that there is a portion of the said property admeasuring \_\_\_\_\_ sq. mtrs. wherein the original owners had created a lease from \_\_\_\_\_ to \_\_\_\_\_ which was renewed till \_\_\_\_\_ (without the approval of the charity commissioner). The said lease has expired on \_\_\_\_\_ and hasn't been renewed since. However, a ground plus 4 storey building is standing on the said portion of the property wherein the original lessee had constructed and sold 4 flats and 2 shops which are in existence on the said portion of the property and hereinafter referred to as "the leased building". The Promoters are in the process of negotiating with the flat/shop owners of the leased building by providing them permanent alternate accommodation in the sale wings proposed in the said project and the Promoters envisage that the leased building will be demolished as per the understanding with them. It is however clarified that the title of the promoters to the entire property is clear as the Conveyance is for the said entire property including the leased portion wherein the lease has already expired since and not renewed since. The sale wing A of the proposed project is proposed on a portion of the leased area including on the said property.
- i) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out the development of the Building on the said Property and shall obtain requisite approvals from time to time to complete the development of the same;
- j) All approvals, licenses and permits issued by the competent authorities with respect to the Project and said proposed building on the said 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 Project and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, comply with all applicable laws;

- k) The Promoters state that they are not restricted in any manner whatsoever from selling the said Premises to purchaser in the manner contemplated in this Agreement;
- l) After completion of the development of the said Building as contemplated under this Agreement the Promoters shall handover lawful, vacant, peaceful, physical possession of the said Building to the Purchasers of the said Building/s and/or the co-operative society of the Premises Purchasers to be formed after completion of its development.
- m) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project of redevelopment to the competent Authorities;
- n) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, or order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the Property and/or the Project;
- o) The Purchaser has agreed to purchase the said Premises relying upon the declarations and representations made by the Promoters herein and subject to the conditions stipulated in this agreement;
- p) The Promoters have full right and absolute authority to sell and allot the said Premises for the price and upon the terms mentioned herein.
- q) Before the execution hereof the Promoters have not done any act whereby, they may be prevented from entering into this agreement;
- r) The said Plot is not the subject matter of any decree or order or attachment before or after judgment of any Court of law and/or any Authority or Authorities including under the provisions of the Income Tax Act;

- s) There are no onerous covenants or conditions or restrictions in respect of the said Plot and all the rents, rates taxes, cess and all other outgoings in respect of the said Plot are paid regularly and there are no outstanding encumbrances (save except the rights of the occupants of the leased plot and the rights of the Original Owners as lessees of the said Temple portion), mortgage/s, charge/s lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by any person in respect of the said Plot.

7.2 The Purchaser herein shall have right only in respect of the Premises and the Car Parking space/s/slot (if so sold/allotted by the promoter to the purchaser) (without fixed physical space/slot being allotted) hereby agreed to be sold and/or allotted by the Promoters to the Purchaser under this Agreement. The rights in respect of other Premises as also parking spaces and T.D.R. and/or F.S.I./Transferred FSI/Fungible FSI rights and all other rights in respect of the said Plot as well as the said Property shall continue to remain with the Promoters.

## **8. RIGHT TO USE ADDITIONAL FSI/ TDR BY THE PROMOTERS ON THE SAID PROPERTY**

8.1 The Promoter hereby declares that the total Floor Space Index available for the said Project Land is 9246.9 sq.mtrs plus 35% fungible FSI thereon. The Promoter will utilize the said total FSI of 9246.90 sq. mtrs plus fungible Fsi as may be available there on, in a phase wise manner by constructing a building having Wing A, B, C, and D comprising of Ground Plus 16 (sixteen) upper floors on the Project Land. The Promoter declares that as of date 6754.12 square meters FSI plus fungible FSI of 2363.94 square meters has been sanctioned for the said project (fungible Fsi has been sanctioned and will be loaded on payment of fungible premium) and the remaining FSI will be sanctioned later on in a phase wise manner and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8.2 It is expressly clarified that the 9118.06 sq.mtrs FSI and the fungible FSI being proposed to be consumed by the Promoters presently (excluding the existing Temple area), includes the FSI being proposed to be transferred from another SR scheme (of M/s. Ratan Builders) in lieu of PTCs being constructed by M/s. Ratan Builders (or such another project/developer) in its project and being handed over to MCGM/SRA as the case may be.

8.3 The Promoter anticipates that the civil aviation restrictions shall be relaxed and the Promoters may then apply for the remaining FSI as disclosed above in Clause 2.1 & 8.1.

## **9. INTEREST ON AMOUNT DUE**

9.1 The Purchaser agrees to pay to the Promoters interest on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this agreement from the date the said amount is payable by the Purchaser to the Promoters in the manner stated herein.

9.2 Without prejudice to the rights of the Promoters to take action arising out of delay in the payment of instalments on due date, the Purchasers shall be bound and liable to pay interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser to the Promoters till the date of actual payment. In the event the State Bank of India's Highest Marginal Cost of Lending Rate is not in use it will be replaced by such benchmark lending rates which the State Bank of India may fix for time to time for lending to the general public. It is agreed that, tender of the principal amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement nor shall it be construed as condonation of delay by the Promoters. The amount of interest payable may be intimated to the Purchaser from time to time or on completion of the said Premises and the Purchaser has agreed to pay the same as and when demanded before the possession of the said Premises is handed over.

9.3 **The Promoters shall, in respect of any amount, including interest payable but not paid by the Purchasers under the terms and conditions of these presents, have first lien and charge on the said Premises agreed to be purchased by the Purchaser.**

9.4 If the Promoters fail to abide by the time schedule for completing the project subject to Force Majure and handing over the Premises to the Purchaser, the Promoters agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2% (two percent) per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.

## **10. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS**

10.1 Without prejudice to the right of Promoters to charge interest in terms of this Agreement on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of instalments under this Agreement or commits any other breach of the terms of this Agreement, the Promoter shall at his own option, may terminate this Agreement;

**Provided** that, Promoters shall give notice of fifteen 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 terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

**Provided further** that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages as per RERA or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the consideration which may till then have been paid by the Purchaser to the Promoters.

10.2 The Promoter shall in case of such termination be entitled to an amount as decided by MAHARERA from time to time, out of the total consideration till then paid by the Purchaser under this agreement as liquidated damages (which it is agreed is a fair and reasonable estimate of loss and damages that the Promoters shall suffer and do not amount to penalty). Apart from the aforesaid amount of liquidated damages the Promoters shall also be entitled to deduct the following amounts from out of the consideration received by them:- (i) any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser , (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST, VAT, Service Tax or any other taxes charged by the Promoters to the Purchaser till the date of such termination or paid by the Promoter, (iv) stamp duty if any paid by the Promoters on this agreement, (v) and other amounts expended by the Promoters pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoters in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser hereunder (as may be payable by the Purchaser , up to the date of termination). If the aforesaid amounts are in excess of the amount till then paid by the Purchaser then the Promoters shall be entitled to recover the same from the Purchaser.

10.3 If the transaction in respect of the said Premises between the Promoters and Purchaser herein is terminated as stated hereinabove then all the instruments / documents including this Agreement executed between the parties hereto or between the Promoters and Purchaser herein, in respect of the said shall stand automatically cancelled.

10.4 The Promoters shall, upon termination of this Agreement be at liberty to re-enter the said Premises and resume possession of the Premises (if such possession is given to the

purchaser) and remove there from everything whatsoever brought in by the Purchaser without any objection or hindrance from the Purchaser. The Promoters after such termination shall be entitled to dispose of and sell the said Premises to such person/s and at such price as the Promoters may in their absolute discretion think fit. It is agreed that upon termination of this Agreement as set out in this clause together with interest as stated hereinabove the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Premises.

10.5 In the event of termination as contemplated herein, the Promoters shall not at any time be liable to refund the taxes including GST, Service Tax, VAT, stamp duty, registration charges and any other tax by whatsoever name called, paid by the Purchasers or by the Promoters on behalf of the Purchasers on any of the instalment mentioned under this agreement.

## 11. **POSSESSION OF THE SAID PREMISES**

11.1 The Promoters shall complete the project and give possession of the said Premises to the Purchaser on or before 30/6/2028 provided that the Purchaser has paid to the Promoters the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser with the Promoters under this agreement.

11.2 It is agreed between the parties hereto that, if the Promoter fails to give possession of the said premises in accordance with the terms of this Agreement within the stipulated period as mentioned in this clause or within further mutually agreed period [and a period of three months thereafter] or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said premises by the said date and after a period of two months if those reasons still exist, then in such case, the Promoters shall without prejudice to its rights reserved hereunder be liable on demand of the Purchaser to refund the amounts already received by it in respect of the said premises from the Purchaser with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2016, and the Rules made thereunder, per annum, from the date if received the same till the date the amounts and interest thereon is refunded to the Purchaser .

11.3 The Purchaser shall only be entitled to a monetary claim against the Promoters in the circumstances mentioned above. It is agreed that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises if the delay is on account of any reasons beyond their control and where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc.

11.4 Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the said Building in which the Premises is to be situated is delayed on account of:

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

11.5 If, however, the completion of the said Project is delayed due to the 'Force Majeure' conditions or condition including those more particularly specified in the clause relating to Force majeure of this Agreement, then the Purchaser agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Premises. Force Majeure" for this agreement shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

11.6 Further the Purchaser agrees not to raise any objection and agrees to make payment of all instalments as per the work progress, even if the Promoters complete the building/s substantially earlier than the aforesaid date.

## 12. PROCEDURE FOR TAKING POSSESSION

12.1 The procedure and agreement as regards the manner in which the Possession of the premises shall be given to the Purchasers is set out as follows:-

- a) The Promoters, upon obtaining the occupation certificate from the competent authority in respect of the said Premises and the payment made by the Purchaser as per this agreement, the Purchaser shall take possession of the Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agree(s) to pay the maintenance charges and all other outgoings in respect of the said Premises as determined by the Promoters. The Promoters on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate of the Project. Upon receiving a written intimation from the Promoters as stated hereinabove, the Purchaser shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings, possession agreement and such other documentation as may be required by the Promoters. In case the Purchaser fails or commits delay in taking possession of said Premises within the time

provided hereinabove, the Purchaser /s shall still be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Premises and the Promoters shall not be liable for the maintenance, wear and tear of the said Premises.

- b) At the time of taking possession of the Premises, the Purchaser shall fully satisfy himself/ herself/ themselves with regard to the area of the Premises and check and inspect all the facilities and amenities provided in the said Premises and completion of the Premises in all respects as being in accordance with the terms and conditions of this Agreement and also check the Car parking facility (if agreed to be allotted under this agreement) and pass a writing to that effect to the Promoters, where after the Promoters shall not be bound to meet any claim of the Purchaser on the ground that the Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the Promoters.

12.2 The Promoters shall without any hindrance or objection by the Purchasers be entitled to carry out and continue themselves or through their Contractors or otherwise the remaining work in respect of the Building proposed on the said property and the Purchasers shall not raise any grievances with respect to cause of nuisance or annoyance or disturbance against the Promoters.

**13. EXECUTION OF NECESSARY INDEMNITIES, UNDERTAKINGS ETC. BY THE ALLOTTEE:**

- 13.1 a) Upon receiving a written intimation from the Promoter as per clause 12.1(a), the Allottee shall without fail take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement and as may be required by the Promoter at the relevant time. In case the Allottee fails to take possession within the time stipulated in clause 12.1(a) such Allottee shall continue to be liable to pay not limited to balance Purchase Price, interest, all outgoings and maintenance charges as applicable etc.
- b) Allottee shall execute declaration-cum-Undertaking inter-alia to co-operate in the formation of society, (if not formed by them) and to make the payments not limited to taxes, cess, payment to the society, etc.
- c) Allottee shall execute consent-cum-undertaking inter-alia to our subsequent

Allottees to be enrolled as a member of the society without demanding any contribution under any head;

- d) Allottee shall execute indemnity inter-alia from not carrying out any work in the said Flat which would be contrary to the sanctioned plan and various NOC's permission etc. and if done resulting in any structural damage/ leakage; the entire cost charges and expenses of curing such damage/ leakage not limited to the said building but also other Premises/s in the said building to be borne and paid by the Allottee herein;
- e) Allottee shall execute Undertaking to abide by all terms, conditions, covenants etc. of this agreement
- f) Allottee shall not transfer or agree to transfer and/or create any right, interest and/or claim of the Allottee in the said Flat agreed to be sold until and unless the entire Purchase Price and all amounts due and payable by the Allottee under this Agreement are duly paid in full by the Allottee to the Promoter herein and the Allottee has not committed any breach/s of any terms and conditions of this Agreement and/or NOC's, permission etc. granted by the various authorities, and;
- g) Allottee shall execute an Undertaking not to grant on leave and license and/or lease in respect of the said Flat without the consent of the Promoter/ Society and the concerned Police Station.

13.2 The Purchaser further agrees, undertakes and confirms the following and will also execute an Undertaking for the same at the time of possession of the said flat;

- a) Not to transfer and/or agree to transfer the said Premises and/or the rights emitting under this agreement to any third party without prior permission in writing of the Promoter.
- b) To use the said Premises only for the residential purpose and not permit for the purpose of office showroom / shop / godown/ restaurant /coaching classes etc. or for carrying on any industry business or commercial activity of any nature whatsoever;
- c) To use the car parking spaces only for parking cars of the Allottee/s during the time that the Allottee/s /s owns the said Premises;

- d) Not to enclose and/or misuse any terrace or balconies (including adjoining Terrace to the Premises, if any) at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be caused or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the said terrace.
- e) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said Premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said Premises is situated, including entrances of the said building and in case any damage is caused to the said building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- f) Neither to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drain pipes, water proofing in the said Premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and the said Society; failing which the Allottee shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand only) per day till such time he /she/they continue to be in breach thereof.
- g) Not to use the refuge areas and/or fire-fighting passages in the said building for any purpose whatsoever as the same is provided as a refuge in case of fire.
- h) To confirm to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said building.
- i) Pay to the Promoter within 7 days of demand by the Promoter of the amounts due and payable in terms of this Agreement.

- j) To sign all necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him/her/them in order to become a member of the said Society of Premises holders to be formed as aforesaid.
- k) Not to alter and affix grills from outside the windows or at any place which affects the structure, facade, and/or elevation of the said building in any manner whatsoever.
- l) After the possession of the said Premises is handed over to the Allottee/s if any additions or alterations in or about or relating to the said building and/or the said Premises are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Allottee/s of various Premises in the said building at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- m) To abide by the terms and conditions attached to the various sanctions / permissions / N.O.C / Orders set out in the recitals herein above and not to do any act, deed or thing in violation thereof.
- n) To abide by the terms, conditions and stipulations / Regulations as may be prescribed by or made applicable by the Promoter or Government of Maharashtra, or any statutory / public body or authority in respect of the said Premises and / or said property and / or the said building standing thereon.
- o) Not to put up any flower pots or install box grills outside the windows of the said Premises for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or the said Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said building.
- p) To maintain the external elevation of the said Building in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by planning authority.
- q) To sign from time to time, all papers and documents and to do all such acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the Allottee/s of other Premises in the said Building and/ or any other building/s in the said Project.
- r) Not to at any time demand partition of the Allottee/s 's interest in the said Premises;
- s) Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or

appurtenant to the said Premises in the said Building, without the prior written permission of the Promoter and / or said Society and concerned authorities.

- t) Not to hang clothes, garments, put up flower pots or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Premises.
- u) To pay all the additional / new taxes that may be levied by the Promoter or the concerned authorities.
- v) 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 Premises and/ or under this agreement for the said project to the Competent Authorities and / or any Government and / or Semi – government authority.
- w) To pay all the amounts payable under this Agreement, as and when they become due and payable, time being in the essence of this Agreement. Further, the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
- x) Not do or permit to be done closing of the niches or balconies or chajjas.
- y) Not to combine two Premises together and/or break the internal walls without prior permission in writing of the Promoter and the Competent Authority.
- z) Not to give or let out the flat to Paying Guests or to any group of individuals or unrelated persons or enter into any transaction which may be construed as commercial activity failing which a charge/penalty of Rs. 10,000/- per day will be payable by the allottee to the Promoter or the society as the case may be till the above default continues.

#### **14. STRUCTURAL DEFECTS/ADDITIONS AND ALTERATIONS OF THE SAID PREMISES**

14.1 If within a period of five (5) years from the date of occupation certificate, (Defect Liability period) the Purchaser brings to the notice of the Promoters any structural defect in the Premises or the building in which the Premises is situated, then an Expert shall be appointed by the Promoters or the Purchasers to ascertain the nature of the structural defects, and upon issuance of such detailed report by the Expert that the structural defects are attributable to the Promoters, wherever possible such defects shall be rectified by the Promoters at his own cost within 30 days of notice from the Purchaser and in case it is not possible to rectify such defects or if the Promoter fails to rectify such defects within 30 days, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act and which shall not exceed the actual

cost of repairs. The Purchasers shall be entitled to appoint an expert to ascertain the defects if required.

14.2 It is however clarified that if the structural defect is in the nature of water leakage/seepage and/or due to water leakage/seepage which is due to the external structure/toilet water/prooing/drainage being disturbed by the Purchaser herein or any other Purchasers in the said building which could reasonably lead to such structural damage, in such circumstances the promoters shall not be liable to set right/repair such defects.

## **15. ALLOTMENT OF CAR PARKING SPACES:**

15.1 The Promoter has proposed parking on the podium floors of wing B & C which is accessed through 2 parking lifts. Further the Promoters have also proposed a parking tower situated at the rear of the wing A for the use and benefit of the commercial users (both rehab and sale) as well as allottees of wing A to C. The Promoters may further propose one or more parking systems (mechanical parking /stack parking/rotary parking/puzzle parking) to increase the number of parking and/or to fulfill the minimum parking requirements as per the norms of planning authorities. The parking system/tower/lifts will be purchased by the Promoters from a reputed Vendor. The Purchaser shall be liable to pay the maintenance charges for the same. In the event of any mechanical failure and / or the said mechanical system shuts down or requires over hauling due to normal wear and tear or otherwise and / or requires regular maintenance and suffers any malfunctioning, the Purchaser waives any and all claims, liabilities against Promoters for the said reasons or even otherwise and the Promoters shall not be responsible for the same. The Purchaser shall not refuse to pay the maintenance for the period of such failure and / or non-functioning and / or malfunctioning of the system. The Purchaser are further aware that the Parking arrangement does not include any security or any liability on the part of Promoter, related to any damage to the vehicle/person for any reasons whatsoever. The maintenance/repair/overhaul as well as day to day running costs of such systems will be added in the maintenance charges to be collected from all Purchaser. The Promoter shall be responsible only to assign the benefits of the guarantee and warranty given by the manufactures of the Parking system to the Purchasers or the Society of the premises purchasers in the said Building on the said Plot.

15.2 It is agreed that the Promoters have agreed to allot/sell/grant concession to park in \_\_\_\_\_ car parking space to the Purchasers without earmarking or specifying the exact slot or space as set out in detail in the foregoing part of this Agreement. Further, the Purchaser/s shall not in future raise any dispute about the suitability of the parking arrangement or claim any refund on any ground whatsoever.

15.3 It is agreed by the Purchasers that he/she/they shall not be entitled to raise any objections or create any hindrances with respect to the rights of the Promoters to allot the Car Parking Spaces or slots in a mechanized car parking system to any person of their choice and shall abide by the said allotment.

15.4 The Purchaser/s shall use the said Premises or permit the same to be used only for the purpose for which it is allotted and not for any purpose other than the purpose allowed under this Agreement. The Purchaser/s shall be responsible and answerable for any deviation in the use of the said premises which are contrary to the sanctions of the Municipal and other concerned authorities. The Purchaser/s is only entitled to the Premises and shall not use open spaces, or passages, unauthorized for such purpose that may cause inconvenience or is objected to by the other Premise/s Purchasers as also by the Promoters.

## **16. MEMBERSHIP AND OTHER RIGHTS AND DUTIES OF THE PURCHASER**

16.1 The Purchaser agrees that he shall have no right in respect of the said Plot or the Property save and except the said Premises granted/allotted to the Purchaser under and by virtue of these presents. The Promoters shall form a co-operative Society of the flat / premises purchasers of each wing and the Purchaser herein shall be made a member of such Society only on a condition that the Purchaser and the other Purchasers of different Premises/premises strictly perform the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.

16.2 The Purchaser agrees to sign and execute all the necessary applications, forms, documents or Deeds and/or papers and pay the membership fees as may be required for the purpose of becoming member of the said Proposed Co-operative Society or Company / Association/ Condominium/ Society.

16.3 It is agreed and understood between the parties hereto that, till the completion of the project by construction of new building/s and even after possession of the Premises hereby agreed to be sold is given to the Purchaser, the Promoter shall be absolutely entitled to and shall be having authority and control as regards the unsold Premises and the Car Parking Spaces and balance F.S.I./transferred FSI and T.D.R. and all other building potential (if available) right to further develop the said Property by use of balance F.S.I/T.D.R. and its disposal thereof.

16.4 Even after the Promoter developing the entire said Property, the Promoter shall continue to have a right to hold and/or dispose off the remaining unsold Premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Purchaser of such remaining Premises shall be accepted as members of such Society/Condominium/Company as may be formed. The Promoter in that case shall

not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Condominium/Company save and except the membership fee, share money and entrance fee per member for such remaining unsold Premises.

16.5 The Purchaser is aware that the construction and development of the said Plot and the said Property may be done by the Promoters in a phase-wise manner and the Purchaser agrees and undertakes to permit and give the Developer all facilities for carrying out construction as per the permissible development potential disclosed by the Promoter.

16.6 The Purchasers are aware of all the L.O.I. and I.O.A. terms and conditions and agree to abide by the same, wherever applicable to them (copy of IOA is attached as annexure to this agreement as stated above).

16.7 The Purchasers are aware that the entire project consists of wing A to D and the timelines of wing A may be later than the other wings as there is an existing building on the leased portion of the said property which is yet to be demolished. It is clarified that for all practical purposes wing A to D constitutes one project and it has always been envisaged as that. Further the said property would be eventually conveyed/leased as the case may be jointly to the federation of societies for wing A to D or one society for wing A to C along with separate society for wing D. Under the circumstances, the promoters shall not be obligated to hand over transfer the land until the entire project including wing A as proposed is also completed with OC.

## **17. LIABILITY OF PROMOTERS AS REGARDS OUTGOINGS**

17.1 The Promoter shall not be liable to bear the outgoings as stated above in respect of the unsold Premises/s. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs, etc. It is hereby agreed that the Promoter shall pay directly, Municipal Taxes, of the said unsold Premises, to MCGM, provided there is a separate Assessment or otherwise, the Purchaser and/or the ad hoc Committee of the Co-operative Society, as and when receive Bills of Municipal Taxes, of the entire Building and/or Premises as the case may be, shall intimate in writing, to the Promoter requesting them, to pay Municipal Taxes of the said unsold Premises, which shall be paid by the Promoter.

## **18. TRANSFER OF TITLE**

The Promoter shall execute conveyance deed of Project Land in favor of the Federation of the Societies of the buildings/wings within 3 months of Occupation Certificate of the last completed Building/Wing in the Layout.

Provided that:

18.1 The Promoters have represented to the Purchasers that they will be carrying out development of the said property in a phase-wise manner and would be constructing one building with separate Wings or separate buildings as part of their building project on the said property. The Promoters have also represented to the Purchasers that a small portion of the said property was leased by the original Owners and there is an old building which is still standing on the said leased portion and the Developers are in the process of negotiating with the Lessees and occupants of the said building for the purpose of seeking their co-operation for its redevelopment as an integral part of the said project of the said property. As on the date of this Agreement, negotiations are still in progress and the Developers, after conclusion of the said negotiations and final agreement with the said Lessees and occupants of the said building of the leased portion, would demolish the said building on the leased portion and construct a new building (wing A) in its place and stead. It is therefore expressly understood that the conveyance of the portion of the property presently occupied by the leased building would be subject to the successful resolution with the lessees or eventual proceedings which may be adopted by the Developers for demolishing the said leased building and constructing a sale wing A on the same.

18.2 The Promoters shall during the course of development form separate Society societies of each Wing or each separate building/s that would be constructed by them on the said property. Such Society for each Wing or common society for sale wing A to C or for the Building shall be formed within a period of 3 (three) months from the time of 51% of the total number of purchasers in such Wing or Building have agreed to purchase the premises by way of registered Agreements or at such other mutually convenient time as may be agreed between the Purchasers of Flats in such wing or buildings and the Developers.

18.3 After completion of the entire project and formation of different Societies for each Wing or separate building, the Developers with the help of such Societies shall take steps to form an Apex Body or Federal Society. Transfer of title in respect of the proposed Building/s or Wing/s or land shall be done in the following manner:-

- a) The Promoters shall have discretion to execute a Deed of Conveyance of each Wing or separate Building/s in favour of Co-operative Society of the premises Owners (including purchasers of commercial premises) of such Wing/s or Building/s together with proportionate rights in the land underneath such Wing/s or Building/s.
- b) The Promoters shall, after formation of Apex Society or Federal Society execute Conveyance of the entire land subject to the lease in favour of the original Owners in respect of temple portion as mentioned above, together with

reversionary rights in respect of such temple portion in favour of Apex Society or Federal Society of all the Societies of different Wing/s and/or Building/s. If the Apex or Federal Society is not formed the Promotes shall execute a conveyance jointly of such land together with the reversionary rights in respect of leased portion in favour of different Societies that would be formed of different Wing/s or different Building/s in the said property. It is agreed that each Society occupying separate Wing or Building in such wings shall be proportionately entitled to the rights in the Land as also in the common areas and amenities subject to the rights in respect of parking spaces as may be stipulated in the Agreements for Sale of Flats in each Wing or Building.

- c) Format of such Deed of Conveyance or Conveyances shall be in consonance with this Agreement and shall be prepared by the Advocates for the Promoters. Stamp duty and registration charges in respect of such Deed of Conveyance or Conveyances or Lease shall be borne and paid by the concerned Society.
- d) It is further agreed that, notwithstanding anything contained in this clause/ agreement, the Developers shall also have right to form a Condominium or submit the property to the provisions of Maharashtra Apartment Ownership Act 1971 instead of forming a Society and submit the property to the provisions of Maharashtra Ownership Flats Act 1963.
- e) The above obligations are subject to :-
- i) Lease of Temple Portion granted by the Promoters to the original Owners by and under document of Lease dated 31/3/2022 to be corrected by a Deed of Rectification. It is clarified that the provisions of the said Lease dated 31/03/2022 and to be corrected by a Deed of Rectification are valid and shall be binding against the Society and the aforesaid Conveyance shall include conveyance of revisionary rights in respect of the said leased portion in favour of the Apex Society or jointly in favour of all as may be formed by the Promoters in the manner aforesaid.
  - ii) The above obligations are also subject to the all the Purchasers fulfilling their part of the obligations under this Agreement.
  - iii) It is agreed that the premises purchasers shall jointly use common access and other common areas falling within the plot as mentioned in their respective Agreements for Sale and the Promoters shall be entitled to modify and/or change the layout and/or position of the open area and recreation ground and access without any recourse to the Purchasers.

iv) Rights of the Promoters to sell unsold flats.

18.4 Notwithstanding anything contained in this clause or any other provisions of this Agreement, the Promoters shall be entitled at their own and absolute discretion to decide and determine as to how and in what manner the infrastructure, including common utility area and/or recreation and common open spaces ground if any may be allowed to be utilized by the Premises Purchasers and/or the Society/Condominium and the ownership in respect of the said common areas and the balance F.S.I. shall always remain with the Promoters till execution of conveyance of land and/or buildings in favour of Societies as mentioned above. The Promoters shall, after obtaining necessary permission from the concerned local and statutory Authorities, construct additional Buildings/Structures/Premises by consuming the entire available Development Potential of the said Property and shall be entitled to deal with and dispose of such constructed Premises to any such person/s or parties at such rate and on such terms as they may deem fit and proper.

18.5 As stated in this Agreement, the Promoters propose to complete the construction and development of the said Larger Property in a phase-wise manner. The Purchaser is aware and agrees that to exploit the full development potential as disclosed by the Promoter, the Promoter would require to apply for and obtain relaxations/concessions/condonation including but not limited to open area deficiency or any other deficiencies. The Purchaser is also aware and agrees that such relaxations, concessions and condonation will be applied at different stages and for that purpose the Promoter would require to submit amended proposals to the concerned statutory authorities. Subject to provisions of MahaRERA wherever applicable. It is agreed that any costs / premiums that may be levied by the statutory authorities for such open space deficiency shall be borne and paid solely by the Promoters.

18.6 Notwithstanding execution of the conveyance in favour of the Society or Societies, the Promoters shall continue to have rights to sell unsold Premises therein, if any and the concerned Society/Condominium shall be bound to admit the purchasers of such unsold Premises as members of the concerned Society/Condominium/Company.

## **19 OUTGOINGS AND PROPORTIONATE CONTRIBUTION**

19.1 Commencing a period of 15 (fifteen) days after notice in writing is given by the Promoters to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay to the Promoters the proportionate share (i.e. in proportion to area of the said Premises) of outgoings in respect of the said Plot viz. non-agricultural taxes, local taxes, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, bill collectors,

watchmen, sweepers, valet parking drivers and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant, the Purchaser shall pay to the Promoters, such proportionate share of outgoings as may be determined by the Promoters, whose decision in this regard shall be final and binding on the Purchasers. The Purchaser undertakes to pay such provisional monthly contributions to the Promoters and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Purchaser hereby admits that said deposits are only provisional and the actual amount that may be demanded by the Promoters may differ and the Promoters may call for further amounts, if required. **The Purchasers are informed that the Promoters may hire professional facility management services, management and utility services for the said building. The negotiation of contracts, quantum of fees/services to be availed and all other decisions in that regards shall be the sole prerogative of the Promoters herein and the Purchaser shall not raise any dispute with respect to the same and further the Purchaser shall duly pay the maintenance charges which may include charges for these services without any delay or dispute.**

19.2 It is agreed that in case any security deposit is demanded by water department of the concerned Municipal and Statutory Authorities before giving the water connection to the said building/s or if any amount is required for construction of Electric sub-station the Purchaser of all the Premises shall contribute proportionately thereof as determined by the Promoters.

19.3 The Purchaser shall before taking possession of the said Premises and upon execution of these presents pay and keep deposited with the Promoters the an aggregate amount of Rs. \_\_\_\_\_ /- towards the following charges and/ or expenses:

- |       |           |  |
|-------|-----------|--|
| i)    | Rs. ___/- | Towards Share application Money  |
| ii)   | Rs. ___/- | Towards Legal Charges  |
| iii)  | Rs. ___/- | Towards formation of society   |
| iv)   | Rs. ___/- | Towards service connection and electric meter  |
| v)    | Rs. ___/- | Towards water connection charges   |
| vi)   | Rs. ___/- | Towards Advance Maintenance Charges Deposit<br>calculated at the rate of Rs. 10/- per square feet for<br>initial period of twenty four months. |
| vii)  | Rs. ___/- | Towards Infrastructure Cost  |
| viii) | Rs. ___/- | Towards Development Charges  |

19.4 The Purchaser hereby covenants to pay such further amount or amounts to the Promoters if any, the advance common area maintenance deposit referred to above gets

exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoters.

19.5 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is however clarified that the Developers shall be entitled to transfer the amounts received towards Infrastructure cost and Development Charges into its regular Bank Account and further they shall not be obligated to provide a summary for expenditure towards the same.

19.6 The aforesaid diverse amounts of deposits and other amount collected as contribution towards outgoings and expenses placed/to be placed with the Promoters under this agreement and the above clause shall not carry interest and will remain with the Promoters and shall be utilized for the purpose for which they have been received. The Promoters shall maintain a separate account in respect of the sums received from the Purchaser as advance received for the outgoings, deposits and the amounts mentioned above which funds shall not carry interest and will remain with the Promoters. If there is a shortfall in the amount or further requirements of funds, the Purchaser shall be required to pay the difference as and when demanded by the Promoters or the Society/Condominium/Company.

19.7 If any documents are required to be executed in pursuance of this Agreement in favour of the proposed Society/Condominium/Company and/or in favour of the Premises Purchasers, the Purchaser shall bear the Purchaser's share of proportionate stamp duty deficit duty, penalty if any, and registration charges, payable, if any.

19.8 It is agreed that after the Promoters hand over charge of the said new building to the Society/Condominium/Company and after the purchaser is admitted as a member of the said Society the maintenance and other out goings shall be paid by the Purchaser directly to the said Society.

## **20 PAYMENT OF GST, MVAT AND OTHER TAXES**

20.1 The Purchaser hereby agrees to pay any GST (Goods and Service Tax) at the rate as agreed under Clause 19.5 of this Agreement together with interest and penalty, if any. If any other tax/ duty/ fees/ cess/surcharge / or any other levies that is payable by (both state or central) in respect of the said Premises or otherwise in respect of intended sale of Premises by the Promoters to the Purchaser becoming payable by the Promoters in respect of the said Premises (taxes for brevity) on demand by the Promoters without any demur.

The Promoters shall not contribute anything towards such other or additional taxes, duties fees, cess. If, however, the Promoters are compelled to pay such taxes, the Purchaser shall reimburse to the Promoters such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser. If the Purchaser commit default in payment of the GST (G.S.T. as per the purchasers agreed share s per Clause 19.5) and the MVAT and the interest and penalty, if any, thereon the Promoters shall be entitled to withhold delivery of possession of the Premises to the Purchaser until the GST and the MVAT and the interest and penalty are paid.

20.2 It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid GST (G.S.T. as per the purchasers agreed share s per Clause 19.5), Sales tax or such other tax on sale of Premises etc. (if any), shall be that of the Purchaser alone with interest and penalty, if any, and any loss or damage arising to the Promoters on account of non-payment thereof in time or otherwise, by the Purchaser shall be reimbursed to the Promoters on demand by the Purchaser ;

20.3 Time for payment of the Service Tax, GST and MVAT/taxes and interest and penalty if any thereon is the essence of the contract. The Promoters shall forward to the Purchaser an intimation of the notice of demand received by them from the Service Tax, GST and MVAT Authorities calling upon the Purchaser to pay forthwith the amounts demanded under the said notice without any demur to the Promoters and the Purchaser shall be bound to pay the said amounts within eight days of Promoters dispatching such intimation Under Certificate of Posting at the address of the Purchaser as given in these presents. The Promoters will keep the original of such demand notice open for inspection by the Purchaser at the office of the Promoters and such notice shall be conclusive and binding upon the Purchaser and the Purchaser agree not to dispute the same; and

20.4 On the Purchaser committing default in payment of the abovementioned Service Tax, GST and MVAT and the interest and penalty, if any, the Promoters shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time and all consequences and provisions set out in clause 10 above including forfeiture of such percentage of the consideration amount as per circulars issued by Maha RERA from time to time and refund after deduction of the amounts that can be deducted therefrom etc. shall follow in case of termination of this agreement under this provision. PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser a prior notice in writing of their intention to terminate this agreement by bringing to his notice the default of non payment of Service Tax, GST and MVAT calling upon the Purchaser to remedy such breach or breaches within the notice period. PROVIDED

FURTHER THAT upon termination of this agreement as aforesaid, the Promoters shall be entitled to and shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in their absolute discretion think fit. It is clarified that the Purchasers shall not at any time be entitled to refund of service tax, GST, VAT or any of the taxes, by whatsoever paid by the Purchasers on any of the installment mentioned under this agreement for any reason whatsoever including on account of termination of this agreement from the Promoters and the Purchasers agree not to raise any disputes in respect of the same.

20.5 It is expressly agreed and recorded that in the event of change in tax structure like availability of composition scheme (fixed rate GST without ITC as available for residential flats currently) or such other changes, it would be the sole discretion of the Promoters to either go for any such new scheme or continue with the existing scheme and the Purchasers shall abide with the decision of the Promoter without raising any disputes for any reason whatsoever including loss to the Purchaser due to availment/non availment of a particular scheme.

## **21. COVENANTS AS TO USE AND MAINTENANCE OF PREMISES AND OTHER COMMITMENTS.**

21.1 The Purchaser for himself/herself/themselves with intention to bind all persons into whatsoever hands the said premises may come do hereby covenant with the Promoters as follows: -

a) To maintain the said Premises at Purchaser own cost in good tenable condition from the date of possession of the said Premises is taken and shall not do or suffered to be done anything in or to the said building in which the said premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter to make addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof.

b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said Premises is situated or storing of which goods are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said Premises is situated and in case any damage is caused to the said building in which the said Premises is situate or the said Premises itself on account of negligence or default of

the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

c) To carry out at his/her/their own cost, all internal repairs of the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or do any act contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Premises or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said building in which the said Premises is situated and shall keep the said Premises, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable condition and in particular so as to support, shelter and protect the other parts of the said building in which the said Premises is situated and shall not chisel or in any other manner to damage to columns, beams, wall, slabs or RCC Partis or carry out any other structural changes in the said Premises and/or carry out any structural changes or renovation of the said Premises without the prior written permission of the Promoters and/or the Society and the concerned local authorities.

e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Society. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. In any event no interior items like furniture/cement/steel/blocks would be allowed to be transported in the lifts. The lifts would be available only for human transportation and for light luggage of moderate size and shape which wouldn't cause damage to the doors/lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s. The Purchaser shall not carry out any structural changes in the premises and or in the elevational features of the building like encroaching on or enclosing the balconies or open spaces and shall not change the windows or put any grills or box grills on the windows. The Purchaser shall not encroach or enclose upon the open spaces or common passages. The modifications

shall be considered unauthorized and the Promoters and or the Society as and when it is formed shall be entitled to remove the same at the costs of the Purchaser.

f) The Purchasers shall allow the Promoters and their surveyors or agents with or without workmen and others at all reasonable times free and unobstructed access to and shall be entitled to enter into and upon the Premises or any part thereof to view and examine the state and condition thereof and Purchaser shall make good the repairs, if any, required by the Promoters within fifteen days of the giving of such notice in writing by the Promoters to the Purchaser.

g) The Purchaser shall not affix any sign-boards or advertisement outside the building/s nor shall he affix any neon light without the prior consent in writing of the Promoters.

h) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said property and the said building in which the said Premises is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said property and the said building in which the Premises is situate.

j) Pay to the Promoters within eight days of the demand by the Promoters their share of security deposit demanded by the concerned local authority or Reliance Energy Ltd., MTNL Ltd. M.G.L. (Mahanagar Gas Ltd.) or other Statutory Authority or other person for giving water, electricity or any other services connections to the said building in which the said Premises is situate.

k) The Purchaser shall not let, sub-let, transfer assign or part with Purchaser interest or benefit of this agreement or part with possession of the said Premises until all the dues payable by the Purchaser to the Promoters under this agreement including the monthly outgoings are fully paid up and only if the Purchaser had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser has taken written permission of the Promoters in that behalf.

l) The Purchaser shall observe and perform all the rules and regulations of the proposed Society as adopted by them from its inception and the addition, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said Premises therein and for the

observance and the performance of the building rules, regulations and Bye-Laws for the time being of the M.C.G.M. and/or concerned local authority and of Government and other public authority. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed Society/ Condominium/ Company regarding the occupation and use of the said Premises in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement.

m) The Purchaser shall insure and keep insured the said premises against any loss or damages caused by fire or any other calamities for the full value thereof.

n) The Purchaser shall from the date of the Purchaser are handed over possession of the said Premises bear and pay proportionately and also any increase in the all rates, taxes, N. A. taxes, charges, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the said Premises and/or the said property and/or the said building by the concerned local and statutory authorities or the Government of Maharashtra or any other local or public body or authority and payable either by the Premises purchasers thereof or which are indirectly levied on and collected by the Municipality or other authority from each Premises Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the Promoters to contribute a proportionate share of the maintenance charges of the premises which are not sold and disposed of by the Promoters in the said building. The proportionate amounts payable as determined by the Promoters/the proposed Society shall be final and binding on all the Purchasers.

o) If any other taxes, such as GST, VAT and other taxes are levied by the State or Central Government, on this Agreement then the Purchaser alone shall be liable to pay such taxes even before or after the possession of the Premises is handed over to the Purchaser, when such taxes become due and payable but within seven days when demanded by the Promoters.

p) The Purchaser can fix name boards, AC plants only at such locations and of such size as may be approved by the Promoters any breach of this term shall entitle the Promoters to remove the said Boards/AC at the cost of the Purchaser.

q) The Promoters may outsource the day to day maintenance of the proposed new building in favour of a third Party Facilities Management Services Firm and the Purchaser herein hereby give their consent for the same.

r) The Purchaser shall not be entitled to claim possession of the said Premises until the Occupation / Completion Certificate is received from the local authority and the Purchaser has paid all dues payable under this Agreement in respect of the said Premises to the Promoters and has paid the necessary maintenance amount/deposits, service tax, GST, Mat and other taxes payable under this Agreement.

s) That nothing herein contained shall construe as entitling the Purchaser any right on any of the other structures or buildings/ common areas/wings etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser to the Promoters in this regard. The Purchaser shall not object to the exclusive use of the Pocket or open terrace adjacent to any Premises which maybe given to a specific Premises Purchaser for his/her/their exclusive use and shall not have any rights in respect thereof and their rights shall be restricted only to the Premises agreed to be sold by and under this agreement.

t) Adhere to the terms of the lease between the Promoters and the original Owners as lessees in respect of the Temple Portion of the said Property.

u) That the Purchaser shall indemnify and keep indemnifying the Promoters against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser.

v) Not to let out the premises to any PAYING GUEST or a group of unrelated individuals or enter into any transaction in relation to the premises which may be construed as commercial exploitation of the said premises.

## **22. INTEREST FREE DEPOSIT TOWARDS INTERIOR WORK PAYABLE BY THE PURCHASER**

22.1 In the event of the Purchaser herein and / or any of the Purchaser desiring to undertake interior work; they shall be entitled to do so subject to the Purchaser herein and / or other Purchaser having paid interest free security deposit of Rs. 50,000/- which amount (after deduction of any amount therefrom as under) shall be transferred to maintenance deposit account of the society to be formed upon interior work having been completed by the Purchaser. PROVIDED HOWEVER any damages (major/minor) that would be caused

to any common area and / or the building such damage shall be set right / restored by the Premises Purchaser /s. PROVIDED HOWEVER, in the event such damage (major / minor) is not set right by the Purchaser, the same will be set right by the Promoter/s out of the amount deposited by the Purchaser to the Promoter/s. In the event the amount expended by the Promoter to set right the damages is more than the amount deposited by the Purchaser to the Promoter/s, the Purchaser would be liable to pay excess amount being the difference between the actual amount expended by the Promoter and the deposit given by the Purchaser. PROVIDED HOWEVER, it is clarified that the amount required to set right/ restore the damages caused to any common area and / or the building ascertained and expended by the Promoter/s shall be final, binding and conclusive and the Purchaser shall not be entitled to question and / or dispute the same on any ground howsoever. Agreed and recorded that neither of the Purchaser shall be entitled to use the lift for carrying the materials and /or furniture to the respective Premises.

22.2 In the event the Purchaser intends to make changes to the toilet/wet areas within the premise, the work of waterproofing in the proposed area (may have to be raised) would be done in the supervision and through the water proofing contractors of the Promoters but at the entire costs and expenses of the Purchasers. The Purchasers shall, before commencing the work of such toilets provide a security deposit of Rs. 2,00,000/- (Rs Two lacs only) which would remain with the Promoter/Society for a period of 3 years from the date of such interior work involving waterproofing/affecting the existing water proofing. This deposit would be used by the Promoter/society in the event there is any leakages/seepages due to the said interior works for repair/investigation of such leakages and making good the damages which has occurred due to the said leakages/seepages in any part of the said building.s

### **23. MANAGEMENT OF THE SAID BUILDING TO BE UNDER THE CONTROL OF THE PROMOTER UNTIL THE BUILDING IS FULLY CONSTRUCTED**

23.1 It is expressly agreed by the Purchaser that the management of the said building will be under the control of the Promoter and the Promoter will be entitled to look after the day-to-day management of the said building until the building is fully constructed (wherein the said Premises is located), till the Promoter, agree to sell and dispose of the remaining Premises in the said building for the consideration and on such terms and conditions as the Promoter may deem fit and proper, (other Premises than agreed to sold to the Purchaser herein and to be allotted to the Owner); receive the full consideration and all such amount as the Promoter would be entitled to receive under the Agreement/s to be entered into by the Promoter with other Purchaser /s in respect of the remaining Premises (other than the Premises which the Promoter has agreed to sell to the Purchaser herein), to hand over

possession of the remaining Premises to the other Purchaser s of the Premises, which the Promoter may agree to allot and/or sell, obtain the Occupation Certificate and all such other and further work which is required to be completed as per the sanctioned layout of the said property, sanctioned plan of the said building being constructed on the project land, comply with the terms and conditions of various NOCs/permissions given by the Competent Authority/ies; and for that purpose, the Promoter will be entitled to charge and recover from the Purchaser of all the Premises/s in the said building 10% [Ten Per Cent] as management fees together with service tax, GST etc. on the monthly outgoings payable by the Purchaser to the Promoter. The aforesaid management fees together with service tax, GST etc. will be paid by the Purchaser to the Promoter on or before 5th of every month along with monthly outgoings. The Promoter shall not be accountable or liable for any acts of commission or omission in due course of such management; fees thus charged by the Promoter shall not be accountable anyway to the Purchaser along with the Purchaser of the other Premises.

**24. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER**

24.1 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way effect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of those presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

**25. NO RIGHTS IN THE LAND OR OTHER PART OF BUILDING.**

25.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Plot and the said building or the Property or any part thereof. Intention of the parties is not to sell or transfer the said Plot or any part thereof and further that no right title or interest is created in favour of the Purchaser at any point of time in the said Building and the said Premises herein and will not be created till such time the construction of the said Premises is completed by the Promoters on his own and in pursuance thereof the possession is given by the Promoters to the Purchaser on payment of full consideration thereof and the intention of the parties hereto is subject to receipt of full consideration as agreed herein always is and shall be to sell the said Premises alone as and when the construction whereof is completed and the Premises is ready for occupation at which point of time a sale shall take place by handing over of the possession by the Promoters to the Purchaser only under a written possession letter to be issued. The parties hereto confirm and agree that the consideration agreed to be paid by the Purchaser is for the purchase of the said Premises and not divisible towards consideration for a part

of the said Plot and for the construction of Premises. The Purchaser shall have no right, title or interest therein till such time the work of development of the said plot is completed to the satisfaction of the Promoters and the Occupation Certificate in that respect is received by the Promoters and till such time the said Plot or part thereof and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. and the said Premises will remain within control of the Promoters until the charge of the said plot and the said building/s are handed over to the Society as hereinbefore mentioned and thereafter the Society will be entitled to assume charge of the same. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Promoters shall be constructing building having pocket or terraces adjoining to and exclusively accessible by some of the Premises and shall be allotting such terrace/s adjoining the premises meant for such Premises purchasers or the Owners/ Landlords on exclusive basis and the Purchaser shall not raise any dispute with respect to the same and/or claim the said terraces as common areas of the said building and/or demand access to the said terraces. It is clarified that, the terrace on top of the building shall be for the common use of all the members of the Society that is proposed to be formed after completion of the project.

25.2 The common areas mentioned in the Third Schedule hereunder written are for the common use and enjoyment of all the Premise Purchasers subject to the rules and regulations laid down by the Society, which are to be observed and performed by the members.

25.3 The Promoters shall not be liable to maintain or contribute towards the costs and expenses incurred for the maintenance and upkeep and repair of the common amenities and the same shall be the responsibility of the Purchaser.

## **26. PROMOTERS TO HAVE FIRST LIEN ON THE PREMISES**

26.1 Notwithstanding anything contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Premises or for creating any charge or lien on the said Premises the Promoters shall have first possessory lien and first exclusive legal charge on the said premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoters under this Agreement or otherwise.

26.2 The Purchaser shall have no claim against the Promoters save and except in respect of the said premises hereby agreed to be sold so that the open spaces, parking spaces,

lobbies, staircases, lifts, common entrances, common passages (save as herein provided) or terraces will remain the property of the Society. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchaser shall not use or permit the use of common entrance, common passages, open spaces, lobbies, staircases for storage of or for use by servants at any time. The Promoters shall be constructing building having pocket or terraces adjoining to and exclusively accessible by some of the Premises and shall be allotting such terrace/s adjoining the premises meant for such Premises purchasers on exclusive basis and the Purchaser do hereby confirm that they shall not object to the same. It is clarified that, the terrace on top of the building shall be for the common use of all the members of the Society that is proposed to be formed after completion of the project.

26.3 It is also understood and agreed by and between the parties hereto that the terrace space in front of and /or adjacent to terrace Units/Premises that is pocket terraces attached to any of the units/Premises in the said building, if any shall belong exclusively to the Purchaser of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser and the Purchaser shall have no objection to the representative of the Promoters or of the Organization formed to access the said pocket terrace for its upkeep and maintenance.

## **27. PROMOTERS RIGHT TO MORTGAGE THE PROPERTY**

27.1 The Promoters shall be at absolute liberty and shall have right to mortgage / assign/charge/transfer or deal with their rights title and interest in respect of the other unsold Premises to any financial institution or bank for the purpose of raising finance for completion of the said development work under taken by them in respect of the said Property or any part thereof. The Purchaser hereby gives express consent to the Promoters for creating such a mortgage/charge. This consent is an express understanding that any such loan liability shall be cleared by the Promoters, solely at their own costs and expenses without any recourse to the Premises Purchaser.

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

## **28. PREMISES PURCHASER NOT TO CLAIM PARTITION OF PROPERTY**

28.1 The Purchaser shall not be entitled to claim partition of his/her/their share in the said Plot or the said Property and the said building/s and the same and shall always remain

undivided and impartible and it is agreed that the Promoters shall not be liable to execute any assignment or any other document in respect of the said Premise/s in favour of the Purchaser.

## **29. STATUTORY COMPLIANCES**

29.1 The Promoters undertake to comply with the statutory provisions relating to the said project including the provisions of RERA and MOFA.

## **30. LOAN AGAINST THE PREMISES:**

30.1 The Purchasers shall be entitled to avail of necessary financial facilities Housing loan from Banks/ Financial institutions for purchase of the said Premises. It is hereby further expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Premises to the Promoters and/or mortgaged the Premises with such Banks/Financial Institutions (which is to be subject to issuance by the Promoters of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder are made from time to time. Further, the Promoters shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, Common area maintenance Charges and Property Tax) all other amounts payable hereunder have not been paid, the Promoters shall have a first possessory lien and first exclusive legal charge on the said Premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoters under this Agreement or otherwise. The Purchaser has no objection and hereby waives his right to raise any objection in that regard.

30.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Promoters and/or such Banks/Financial Institutions. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society/ Condominium/ Limited Company/

Federation about the lien/charge of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Premises. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoters shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoters and the Purchaser further undertakes to reimburse the same to the Promoters without any delay, default or demur.

### 31. **BINDING EFFECT**

31.1 Forwarding this Agreement to the Purchaser by the Promoters does 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) 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 (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) 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 notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

### 32. **MISCELLANEOUS:**

32.1 This Agreement sets forth the entire Agreement and understanding between the Purchaser and Promoters and supersedes, cancels and merges:

- (a) all agreements, negotiations, commitments, writings, letter of allotment between the Purchaser and Promoters Before the date of execution of this Agreement;
- (b) All the representations, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoardings etc. and/or through any other medium;
- (c) and the Promoters shall not be bound by any such letter of allotment,

Agreements, negotiations, commitments, writings, discussions, representations, warranties, and/or compliance thereof other than expressly agreed by the Promoters under this Agreement.

32.2 The Purchaser hereby agrees and acknowledges that the sample Premises if any constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only displayed for the purpose of show of the Premises, and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities etc. as may displayed in the said sample Premises other than expressly agreed by the Promoters under this Agreement.

32.3 The Purchaser acknowledges that the Promoters have readily provided information /clarification as required by him and has not relied upon nor has been influenced by any sale plans, sale brochures, advertisement, representation, warranties, statements or estimates of any nature whatsoever whether oral or written; concerning the amenities to be made available or any other data except as represented in this agreement and the Purchaser has relied solely on his /her/their own judgment in deciding to enter into agreement.

32.4 The Purchaser agree that he shall not entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said property and the adjacent, contiguous and adjoining lands and properties by the Promoters, for the purpose of development thereof and/or any other lawful purpose. The access and use of light and air to and for the said Premises the said buildings and other building(s)/structure/s on the said property for and over any portion of the said property and/or the adjacent, contiguous and adjoining lands is enjoyed under the express consent and permission of the Promoters.

35.5 The Promoters have the sole and absolute authority regarding sale, transfer, assignment, and/or disposal of the said construction or unsold Premises and premises including additional construction carried out on the said property by utilizing and consuming the FSI, compensatory fungible FSI, FAR, DRC and TDR or sale, transfer, assignment and or/disposal thereof and the Promoters sole right to enjoy and appropriate the revenue, income and benefits thereof.

35.6 The Promoters have the sole and absolute authority regarding any contracts, agreements, memorandums and/or writings executed for the said property including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building or other such buildings on the said property including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the occupation certificate and /or possession of the said building or the said property as the Promoters may determine for

such consideration and on such terms and condition as the Promoters may deem fit and proper.

35.7 The Promoters have informed the Purchaser that for the completion of the development of the said property, the Promoters are required to and the Promoters shall be entitled at all times to carry out construction and or any other allied work including completion work of the structure on the said property and Purchaser not only as allottee or purchaser of the said Premises, but also as members of said Society shall not at anytime raise any objection, obstruction on any ground whatsoever notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of structures on the said property. The Society formed of the Purchaser shall not interfere with the rights, powers and Authorities of the Promoters in respect of implementing the scheme of development of the said Property in stages and in phase wise manner. The Purchaser hereby undertakes to co-operate with and render all assistance to the Promoters in respect of the development of the said Property.

### **38. ENTIRE AGREEMENT**

38.1 This Agreement, along with 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 premises/building, as the case may be.

### **39. RIGHT TO AMEND**

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

### **40. NOTICES**

40.1 That all notices to be served on any one of the Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

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

### **41. BOTH PARTIES TO TAKE SUCH FURTHER ACTIONS AS MAY BE REASONABLY REQUIRED:**

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

**42. TRANSFER OF RIGHTS PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER SUBSEQUENT PURCHASER**

42.1 The Purchaser will not be entitled to transfer or assign his/their rights or benefits under this Agreement without previous consent in writing of the Promoters and till such time the entire consideration and amounts payable under this Agreement is fully paid to the Promoters.

42.2 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 of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

**43. SEVERABILITY**

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

**44. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

44.1 Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.

**45. COMMUNICATION TO JOINT PURCHASER S:**

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

s. That in case there are joint Purchaser s than and in that event the responsibility to perform the terms and conditions of this agreement as also obligation to effect all the payment hereunder in joint and several.

#### **46. FURTHER ASSURANCES**

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

46.2 If the Purchaser , are resident outside India, he shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accepts no responsibility in this regard. The Purchaser shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the 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 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 Premises shall be issuing the payment receipts in favour of the Purchaser only.

46.3 For the purpose of this transaction the Promoters have relied on the representations of the Purchaser that the amount of total consideration in respect of the said Premises payable by the Purchaser to the Promoters or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering

Act, 2002 and/or Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

46.4 Provided that any deduction of an amount made by the Purchaser on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other modifications that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters to the account of the Purchaser, only upon Purchaser submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoters, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoters on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Premises if any such certificate(s) has not been produced or submitted by the Purchaser to the Promoters, the Purchaser shall pay/deposit an equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser producing such certificate(s) within 4 months of taking possession of said Premises. Provided further that in case the Purchaser fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoters shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser.

#### **47. PLACE OF EXECUTION**

47.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in Mumbai after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai. The Purchaser and/ or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

**48. PURCHASER NOT INVESTORS:**

48.1 The Purchaser hereby declares that he /it is/are/not Investors as defined under Article 5 [g-a] {(ii)} of the Bombay Stamp Act, 1958.

**49. GOVERNING LAW**

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

**50. DISPUTE RESOLUTION**

50.1 Any dispute between the parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the disputes amicably, the same shall be decided as per the provisions of RERA and rules and regulations thereunder.

**51. ELECTRICITY DEPOSITS**

51.1 If there is any liability that may arise for installation of a transformer or Electric sub-station for proper electricity supply to the said building/s, whether in the Premises of the building/s or outside, the costs and expenses of the same shall be proportionately borne by the Purchaser and shall be paid to the Promoters within 8 days of such intimation.

**52. STAMP DUTY AND REGISTRATION CHARGES**

52.1 The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser alone.

52.2 All other costs charges and expenses arising out and incidental to this Agreement, including GST payable for this Agreement or any agreement or deed or document as may hereafter be executed in pursuance of this Agreement shall be borne and paid by the Purchasers exclusively.

**53. MISCELLANEOUS**

53.1 The headings or titles given to the clauses of this agreement are given only for the purpose of convenience and shall not govern the contents.

53.2 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if the agreement has been executed with the invalid portion eliminated.

53.3 This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and Maharashtra Ownership Flats Act 1963 and rules made thereunder.

53.4 As required by Rule 114(b) of the Income Tax Rules, the parties hereto declare that their Permanent Account Numbers are as mentioned below:-

1.1.	M/s. Neelyog Builders Pvt. Ltd. (Promoters)	AABCN2974J
1.2.	Purchaser	

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate, the day and the year first hereinabove written.

**FIRST SCHEDULE HEREBOWE REFERRED TO**

**(description of the Property)**

All that piece or parcel of land lying, being and situate at Laxminarayan Lane, Ghatkopar, Mumbai – 400 086 being the Final Plot bearing No. 28 of Ghatkopar TPS II with CTS No. 3809 to 3833 ( both inclusive) and admeasuring 3082.20 square meters equivalent to 3686.07 sq. yards as per property register card and 3113.26 sq. meters as per Town Planning Scheme and lying being and situate at Revenue village Ghatkopar Kirol and Registration District and District Mumbai Suburban and within Municipal ward “N” of Municipal Corporation of Greater Mumbai and bounded as follows:-

- (i) On or East :Laxminarayan Lane (5th Road);
- (ii) On or North : Jay Vijay Co-op. Hsg. Society;
- (iii) On or West :KisanKharat Road,
- (iv) On or South : Guru Prasad & Kamal Kunj.

**SECOND SCHEDULE ABOVE REFERRED TO**

**(description of the Plot/Portion)**

A portion of the Property admeasuring 2786.20 metres described in the First Schedule above referred to and shown in purple coloured boundary line on the Plan annexed hereto as Annexure “A”.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of Premises)**

Premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet i.e. \_\_\_\_\_ square meters carpet area (as defined under RERA) on the \_\_\_\_\_ floor of Wing \_\_\_\_\_ of the Building known as “\_\_\_\_\_” constructed on the Plot/Portion described in Second Schedule mentioned above forming part of the Property which is described in the

First Schedule hereinabove mentioned and as shown in the floor plan annexed as Annexure “G” hereto.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Description of Premises)**

**“Common Areas and Facilities means;**

a) The foundation, columns, beams, supports, ducts, chajjas, corridors, staircases. Entrance lobbies exits of the said building.

The elevators in the building including the lift well, the lift machine room, stairs leading to the lift machine room and entrance to the lift cabin.

The Underground Tank and the Overhead Tanks with all GI pipe fittings including Pump Room, Pumps, Switches and Water meter.

STP, DG Set (If any), Society Office, Terrace, Fire Fighting Equipment.

Electrical installations, including the wiring of the electric cabins meter and the meters of the Premises/Unit Buyers.

(b) Limited Common Areas and Facilities:

1. Landing in front of the stairs on the floor on which the said Premises is located and the space of corridor in front of the entrance to the lift as a means of access to the said Premises but not for the purpose of storing or as a recreation area or for residence or for sleeping.

(c) Restricted Areas/Rights

1. Rights in respect of remaining or future FSI and/or TDR in respect of the said Property shall belong to the Promoter

2. Those areas/facilities or other general areas or facilities reserved and allotted for use of certain Premises by The Promoter to the exclusion of the other Premises/Purchasers.

Signed sealed and Delivered by the )  
 within named “**PROMOTERS**” )  
 Neelyog Builders Pvt. Ltd. )  
 through its Director )  
**Shri** \_\_\_\_\_ )

**WITNESS:**

1.

2.

SIGNED SEALED AND DELIVERED)

by the withinnamed “**Purchaser /s**” )

\_\_\_\_\_ )

in the presence of )

**WITNESS:**

1.

2.

**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser the sum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) by cheque No. \_\_\_\_\_ in favour of the Promoters being the amount of earnest Deposit payable by him /her/them to us.

WE SAY RECEIVED

**For Neelyog Builder Pvt. Ltd.**

**Director**

**WITNESS:**

1)

2)