

AGREEMENT FOR SALE

AGREEMENT FOR SALE made and executed at _____ this _____ day of _____ in the Christian year Two Thousand and _____ By and between:

M/s. Harasiddh Developers, a partnership firm registered under the Indian Partnership Act, 1932,, having its principal place of business at 501-502, Rutu Business Park, Service Road, Off. L.B.S. Marg, Majiwade, Thane (West) – 400 601 (PAN No. AADFH6044C) represented by its Authorized Partner Shri Mukund P. Patel, hereinafter referred to as the '**Owners/ Promoters**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) of the **FIRST PART;**

AND

1) _____, aged _____ Years

PAN No.: _____

2) _____, aged _____ Years

PAN No.: _____

3) _____, aged _____ Years

PAN No.: _____

all Indian Inhabitant/s, having his/her/their address at _____

hereinafter called and referred to as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **SECOND PART.**

The Owners/Promoters and the Purchaser/s are hereinafter individually referred to as "a Party" and collectively as "the Parties".

W H E R E A S :

- 1) M/s. Harasiddh Developers are seized and possessed of and otherwise well and sufficiently entitled to Land bearing Survey No. 25, Hissa No. 2, admeasuring 2070 square meters (0.15.6 Hectares and 0.05.1 Pot Kharaba) situated at Village Kolival Taluka Kalyan, District Thane in the State of Maharashtra, and within the municipal limits of Kalyan Dombivli Municipal Corporation, hereinafter called and referred to as the "**said property**" described in the First Schedule hereunder written.
- 2) By a document named and title as Conveyance Deed dated 31st December 2020, registered with the Sub-registrar of Assurances at Kalyan - 2 under serial No. 8542 of 2021, Manjula Abhimanyu Jadhav and others as the Vendors have transferred, conveyed to M/s. Harasiddh Developers their entire right, title and interest in respect of said Property for the consideration and on the terms and condition therein contained, and Shri Kashinath Balu Karbhari and 2 others as confirming party No. 1 and Shri Sadanand Kesarinath Somne and 2 others as confirming party No. 2 have confirmed the same.
- 3) AND WHEREAS the Kalyan Dombivli Municipal Corporation (hereinafter referred to as KDMC) granted the approval under Commencement Certificate bearing No. KDMC/TPD/BP/KD/202223/42 dated 05.08.2022 with respect to the Building - Rutu Heights to be constructed on the said Property and more particularly described in the First Schedule hereunder written. The Tahsildar, Kalyan has also granted the Order converting the above said property to non-agricultural tenure under No. 245/2019 dated 18.11.2019. Annexed hereto and marked as **Annexure 'A'** is a copy the order of conversion of non-agricultural use issued by the Tahsildar, Kalyan and **Annexure 'B'** is a copy of commencement certificate;
- 4) AND WHEREAS in accordance with the sanctioned building plans the Promoters have commenced construction of the building - Rutu Heights referred to in the above commencement certificate,

(hereinafter referred to as "**the said building/project**") comprising of Basements, Ground/ Stilt and upper floors on the said Property which property is more particularly described the First Schedule hereunder written;

- 5) AND WHEREAS the Promoters/ Developers state that they have raised the construction finance from Aditya Birla Finance Ltd., to carry out the construction of building Rutu Heights. In view of the said project loan, an Indenture of Mortgage has been registered with Sub Registrar, Kalyan at Serial No. 11254/2023 on 10/5/2023 and the property described thereunder has been mortgaged with Aditya Birla Finance Ltd. As a security for the repayment of the project loan the Promoters/ Developers shall obtain No Objection Certificate from Aditya Birla Finance Ltd. for the sale of the said flat/unit. The sale proceeds or sale considerations towards the flat/unit are to be deposited in the Rutu Heights Collection A/c:149205001960 with ICICI Bank. Thus, except this charge, the said property is not encumbered in any way whatsoever manner. AND WHEREAS, save and except as mentioned above and provided herein, the Promoters have obtained a Title Certificate of M/s. Kachwala Misar & Co., Advocate, wherein it is certified that their title over the said property is marketable and free from reasonable doubts and subject to the Promoters complying with the provisions of the all permissions obtained from the various authorities for the construction on the said property the Promoters are entitled to construct and sell the duly constructed flats on the said property. Annexed hereto and marked as **Annexure 'C'** is a photocopy of the said Title Certificate;
- 6) AND WHEREAS the Promoters has entered into a standard agreement with M/s. Creations, Architect and have appointed Architects and have given the prescribed allotment letter to the said Architect registered with the Council of Architects and have also appointed M/s. Advent Consultant, Structural Engineer for preparing structural designs and drawings and specifications of the said proposed buildings and that the supervision of the said

Architect and the said Structural Engineer shall be continued till the completion of the buildings unless otherwise changed;

- 7) AND WHEREAS the Promoters have registered the said proposed building under provisions of the Real Estate (Regulations and Development) Act, 2016 (hereinafter referred to as the '**RERA**') and read with the provisions of the Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as the '**RERA Rules**') and the Regulations, with the Real Estate Regulatory Authority at Mumbai, Maharashtra; having registration no. _____ . Annexed hereto and marked as **Annexure 'D'** is a copy of the certificate issued by the Real Estate Regulatory Authority;

- 8) AND WHEREAS the Promoters have in addition annexed herewith the following:

Sr. No.	Name of Document	Annexure
1.	Floor Plan	'E'
2.	Location Plan	'F'

- 9) AND WHEREAS the list of amenities provided with every flat including the fixtures and fittings with regard to the flooring and sanitary fittings and amenities as provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'G'** annexed hereto.

- 10) AND WHEREAS in the facts and circumstances narrated above, the Promoters have sole and exclusive right to sell the duly constructed residential flats/shops/commercial premises in the said proposed building Rutu Heights constructed/to be constructed on the said property and to enter into agreements with the Purchaser(s) of the residential flats in the said building and to receive the sale price thereof in the name of the Promoters;

- 11) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) including Kalyan Dombivli Municipal Corporation, to the plans, the specifications, elevations, sections and of the said building/s as mentioned above and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- 12) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- 13) AND WHEREAS the Promoter has accordingly commenced construction of the said building/project in accordance with the said approved plans/permissions/specifications;
- 14) AND WHEREAS the Purchaser/s has/ have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property, the approved plans, designs and specifications prepared by the Promoter's Architects and such other and relevant documents specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and RERA (herein collectively referred to as the "**said Acts**") and the rules made thereunder. The Promoters has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove and shall be provided with any other document if and when necessary under any other law as may be applicable from time to time. The Purchaser has also examined all documents and information uploaded by the

Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/ herself/ themselves as regards the title of the Promoters to the said Property. The Purchaser/s hereby accepts the title of the Promoters to the same;

- 15) The Promoter has entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, units, shops, offices and other usage/ premises in the building to be constructed by the Promoter;
- 16) AND WHEREAS the Purchaser/s being fully satisfied in respect of the title of the Promoters has/have approached the Promoters and further requested and the Promoters have agreed to allot Flat/Shop/Commercial Premises No. _____ on _____ floor admeasuring _____ square meters of carpet area as defined in Section 2(k) of RERA (equivalent to _____ Square Feet) Plus _____ Square meters of Balcony Area in the said building Rutu Heights (hereinafter referred to as the '**said Building**') being constructed on the said property (hereinafter collectively referred to as "**the said Flat/ premises**") together with the right to park /allotment of _____ (____) car parking spaces in stilt//basement/parking tower portion of the said building (hereinafter collectively referred to as "**the said car parking space**") (both the said Flat and the said Car Parking Spaces being collectively described in the Second Schedule hereunder written) on the said property, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under section 2 (n) of the RERA more particularly described in **Third Schedule hereunder**; and further the Promoters have agreed to sell to the Purchasers the said Flat at or for the consideration of Rs. _____/- (Rupees

_____ only) and on the terms and conditions hereinafter appearing, an authenticated copy of the floor plan whereof is hereto annexed and marked at **Annexure - 'H'**, whereon the Flat has been shown by red color out-line;

- 17) AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs_____/- (Rupees _____ only), being part payment of the sale consideration of the Flat/Premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- 18) The Purchaser(s) is/are aware that the purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS Certificate, challans, receipts and other relevant documents relating to each payment, to the promoters as per the provision of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof;
- 19) AND WHEREAS, under section 13 of the RERA and Section 4 of the MOFA, the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- 20) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- 21) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- 22) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/premise and the garage/closed parking (if applicable) as specified in paragraph 15;

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

RECITALS TO FORM PART OF AGREEMENT

- 1) The recitals of this agreement shall form an integral part of this agreement.
- 2) The PROMOTERS are entitled to develop and shall construct building Rutu Heights, consisting of Basement/ ground/ stilt plus upper floors on the said property more particularly described in the First Schedule hereunder written in accordance with the plans/ designs/ specifications sanctioned by Kalyan Dombivli Municipal Corporation and which have been seen and approved by the Purchaser/s with only such variations and modifications as the PROMOTERS may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them.
3. ALLOTMENT, CONSIDERATION AND PAYMENT SCHEDULE

3.1 The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser(s) Flat/ Shop/Commercial Premises No. _____ on _____ floor admeasuring _____ square meters Carpet Area plus _____ square meters of balcony area in the proposed Building being Building Rutu Heights (hereinafter referred to as the '**said Building**') which the Promoters proposes to construct on the said property as shown in the floor plan thereof hereto annexed, together with the right to use common areas and amenities of the proposed building along with

the other purchasers of flats in the said proposed building on the said property for the total price/consideration of Rs. _____/- (Rupees _____ only) together with the allotment of ____ (____) car parking spaces in stilt/ /basement/parking tower portion of the said building. The said Flat and the car-parking are hereinafter collectively referred to as "the said Premises" and more particularly described in the Second Schedule hereunder written. The said price/consideration shall be paid by the Purchaser/s in the following manner:-

- i. Amount of Rs _____/- (_____) (30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs _____/- (_____) (45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs _____/- (_____) (70% total of the consideration) to be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs _____/- (_____) (75% total of the consideration) to be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs _____/- (_____) (80% total of the consideration) to be paid to the promoter on completion of the sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs _____/- (_____) (85% total of the consideration) to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs _____/- (_____) (95% total of the consideration) to be paid to the promoter on completion of the lift , water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the

Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs _____/- (_____) against and at the time handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

ix. At the time of Possession for furniture/fitouts being the balance of agreed sale price as aforesaid within seven days of the Promoters intimating in writing to the Purchaser/s that the said Flat/shop is ready for possession in terms of Agreement herein and in any event prior to possession of the said Flat/shop being given to the Purchaser/s whichever is earlier.

3.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Flat. The Purchaser/s has/ have further agreed and accepted to pay the amount towards MVAT, Service tax, GST, cess, Goods and Service Tax any other taxes as applicable, stamp duty, registration charges/ fees, deposit and charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, and various other charges which has been stated under this Agreement. The Purchaser shall also pay in addition to the total consideration as mentioned in paragraph 3.1 above any service tax, VAT/GST/cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone.

3.3 The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each instalment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non receipt of the demand letter as a plea, or an

excuse for non-payment of any amount or amounts on their respective due dates.

- 3.4 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter 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 Promoter 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.
- 3.5 The Purchaser authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.6 The time for deposits/payment of instalments to be made by the Purchaser as provided in Clause No. (3.1) above and all the amounts that the Promoters are entitled to receive from the Purchaser/s as provided hereinafter appearing in the agreement shall be the essence of this contract. The Promoters will forward to the purchaser/s intimation having carried out the aforesaid work at the address given by the Purchaser/s under this agreement and the Purchaser/s will be bound to pay the amount of instalments within fifteen days of the Promoters dispatching intimation under Certificate of posting at the address of the Purchaser/s as given in these presents. The Promoters will keep Certificate of the Architects certifying that the Promoters have carried out given work and such Certificate shall be conclusive proof that the plinth and respective slabs are completed. The Purchaser/s is/are not entitled and hereby agrees not to raise and objection as regards completion of plinth/ slab and in regard to the certificate of the Promoters' architect.

- 3.7 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.
- 3.8 Without prejudice to the right of promoter to charge interest in terms of sub clause 3.7 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s 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 Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, 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/s 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/s (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 Apartment which may till then have been paid by the Purchaser/s to the Promoter.

- 3.9 The total consideration as mentioned in Paragraph 3.1 above and the deposit charges to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration mentioned in Paragraphs 3.1 above shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.
- 3.10 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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 paragraph 3.1 of this Agreement. However in case such variation, the Purchaser shall not be entitled for any criminal/civil action to be initiated against the Promoter.
- 3.11 On account of various factors such as RCC structure, plastering, tiling, structural member and other such factors, the size of the room/s of the flat/premises as shown in the plans or representation to the purchaser/s may vary/differ to a certain extent. Such variation of area on above factors shall not entitle the Purchaser/s for any refund of amount or compensation.

4. INSPECTION OF THE PROPERTY AND DOCUMENTS RELATING THERETO

4.1 The Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said property and has/have satisfied himself/herself/themselves about the same and about the title of 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.

4.2 The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Promoters of all the documents of title and true copies of Intimation of Disapproval, Commencement Certificate, the plans and the specifications of the said building/s which is proposed to be constructed by the Promoters on the said property. 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/s 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 construction on the said property and construct the said building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the concerned local authorities and as the Promoters may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of the concerned local 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. The Purchaser/s agree/s that the said consent is irrevocable.

4.3 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 Flat to the Purchaser/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said

Flat.

5 REPRESENTATIONS BY THE PROMOTERS

- 5.1 The Promoter has clear and marketable title with respect to the said property as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said project for the implementation of the Project;
- 5.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 5.3 There are no encumbrances upon the said property or the Project and a non-encumbrance certificate is uploaded on the MahaRera Website;
- 5.4 There are no litigations pending before any Court of law with respect to the said project;
- 5.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building/wing and common areas;
- 5.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the promoter is restricted/prohibited from entering into this agreement;
- 5.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;

- 5.8 Till date no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project;
- 5.9 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 5.10 Till date the Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the formation of society/association of the allottees.
- 5.11 The Promoters have rights for development of the said property by and under the several Agreements for Development as mentioned in the recitals above. The Promoters shall be entitled to construct the building by consuming full F.S.I. including TDR as permitted under the prevailing Development Control rules from time to time and the rules made under the Maharashtra Regional Town Planning Act.
- 5.12 The Promoters hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat/ Premises to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the said Flat/ Premises.
- 5.13 The Promoters hereby further represent, declare and confirm that:

- a) the Promoters have not entered into any agreement or agreements nor have they contracted to create any right, title or interest in favour of any person or persons nor has they done or committed to do any acts, deeds, things or matters whereby or by means or reasons whereof the said Flat/Shop is or can be adversely affected and/or seriously prejudiced;
- b) they have full right and absolute authority and are *interalia* entitled to deal with the said Flat/Shop and sell the same unto and in favour of the Purchasers;
- c) the said property is free hold and there are no onerous covenants or conditions or restriction in respect of the said property.
- d) The Purchasers have agreed to purchase the said premises relying upon the declarations and representations made by the Promoters herein.

5.14 The Purchaser herein shall have right only in respect of the Premises hereby agreed to be sold by the Promoters to the Purchaser under this Agreement. The rights in respect of other Premises including other Premises as also parking spaces and T.D.R. and/or F.S.I. rights and all other rights in respect of the said property shall continue to remain with the Promoters. The Promoters as aforesaid shall be entitled to amalgamate the said property with adjoining Plot/ plots/properties and shall be entitled to carry out development work of the said Property on a stand alone basis or jointly with the adjoining properties in a phasewise manner and by amalgamating or modifying the existing layout plans and the existing building plans;

5.15 The Promoters have represented to the Purchaser/s that the said entire scheme of construction on the said property will be carried out and completed by the Promoters.

5.16 The Promoters has further represented that the common amenities and the facilities available on the said property shall be for use and enjoyment of all the flat purchasers/members of Building Rutu Heights constructed /to be constructed by the Promoters herein.

6. RIGHT TO USE ADDITIONAL FSI/TDR BY THE PROMOTERS ON THE SAID PROPERTY

6.1 The PROMOTERS shall also be entitled to use any additional Floor Space Index (FSI) or compensatory FSI or incentive /Premium FSI/ Floating FSI, Fungible FSI and Transferable Development Rights (TDR) and such other Building potential by whatsoever name called that may be or become available at present or at any time future on the said Property whereby additional construction may be permissible on the said Building on the said Property or put up additional constructions that may be permitted by the local body or concerned authority for any reasons whatsoever or FSI by way of Transferable Development Rights (TDR). Such additional structures and storeys will be the sole property of the Promoters, who will be entitled to dispose of the same in any manner whatsoever as the Promoters may deem fit and proper and the Premises Purchaser/s shall not be entitled to raise any objections or claim any abatement in price of the Premises agreed to be acquired by the Purchaser and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. The Promoters would be entitled to retain the entire balance rights and shall be entitled to all the present and or future F.S.I. and /or T.D.R. on the property and the Purchasers shall have no rights in respect thereof and the rights of the Purchasers shall be restricted only to the said Premises and shall not extend to rights to use of any additional F.S.I or TDR that may be allowed to be used on the said property on proportional basis or otherwise and the Purchasers shall not claim any such rights against the Promoters. It is agreed by and between the parties that, if the permitted Floor Space Index of density or ratio though not sanctioned at the time the condominium and/or Society is formed and the said property and the said building are submitted under the Maharashtra Ownership of Premises Act/Limited Company/ Maharashtra Apartment Ownership Act, 1970, then Promoters will have the absolute rights to put up additional construction and/or consume any balance and/or available floor space index or T.D.R. on the said property by constructing further structure/s on the said property even after the formation of the Proposed Society/ Company/Condominium and transfer of the said property. Provided further that notwithstanding anything contained in this agreement, any rights reserved by the Promoters shall be subject to the rights of the Purchasers

under this Agreement and the same shall not prejudice or affect the rights of the Purchasers as regards the said Premises and the exclusive use and enjoyment of the areas and facilities appurtenant to the said Premises.

6.2 The Purchaser/s shall not have any right in respect of floor space index sanctioned by the concerned local and statutory authorities in respect of the said property and any other floor space index that may be sanctioned in future and the Promoters shall be entitled to utilise the same for the development of the said property. Furthermore, the Promoters shall also be entitled to develop the said property by utilising TDR of other property on the said property if and to the extent permitted by law and the Purchaser shall have no objection thereto. The Promoters intend to commence and shall be entitled to in due course, carry on further development of the said property/ adjacent properties in accordance with the sanctioned plans, in a phase-wise manner or with any variations or modifications or any amendments thereof, as may be approved by the concerned authorities, from time to time.

6.3 The Promoters shall be absolutely entitled to revise the layout in respect of the said property and carryout such modification, additions, alterations and/or changes in the layout plans or building plans in respect of the proposed building/s to be constructed on the said property. The Promoters shall develop the said property under any government scheme for availing of any incentive FSI or other similar scheme from time to time. The Promoters represent that that they shall construct additional building/s on the said property or construct any additional structures on the proposed building/s either by way of additional floors or by way of additional wings or by extension of the said building/s (either vertical or horizontal). The Promoters shall be entitled to change and amend the layout plan or plans and the building plans from time to time and shall also be entitled to shift /alter water supply lines, electric supply cables, other services lines, the open areas like garden and R.G. and the Purchasers has/have no objection for the same and the Purchasers hereby gives his irrevocable consent for the same.

- 6.4 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/ Premises agreed to be sold by the Promoters to the Purchaser/s and all other premises shall be the sole property of the Promoters and the Promoters shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any Third party.
- 6.5 The Promoters plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate;
- 6.6 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoters to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("**NOC**") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.
- 6.7 The Purchaser/s 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 construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoters may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Kalyan Dombivli Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat/ Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

6.8 The Purchaser/s is/ are aware and confirms that the Promoters shall be entitled to complete the development of the said Property in a phase wise manner.

6.9 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoters for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoters' office or on the website of the Real Estate Authority. Further, the Promoters shall not be required to obtain consent in the following events:

6.9.1 Any minor additions or alterations;

6.9.2 Any addition or alterations to any club house, common areas, amenities, etc.;

6.9.3 Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

6.10 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/ or interfere with the Promoters for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

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

6.12 In the event of the Organisation being formed and registered before the sale and disposal by the Promoters of all the flat/ premises in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoters shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ premises, if any. In case the Organisation is formed before the disposal by the Promoters of all the flats/ premises then the Promoters shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

6.13 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

6.14 The Purchaser/s is/are aware that the Promoters or its associate/sister companies will be developing the said Property and the adjoining properties in a phase wise manner on such terms and conditions as the Promoters may deem fit and shall be entitled to all the benefit of FSI any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoters deem fit and the Promoters shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any Third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/

or services in the said Property in such manner as may be desired by the Promoters and the Purchaser/s expressly and irrevocably consents to the same.

6.15 In the event of the Promoters having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the carpet area of the flat/ premises or otherwise as may be determined by the Promoters and non-payment of the same, shall constitute a breach of this Agreement.

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

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

6.18 The Promoters shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the still such time as the said Property together with the buildings constructed thereon are transferred to the Organisation/ Apex Body.

- 6.19 The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.
- 6.20 Save and except or otherwise not to reduce any area of the said Flat/ Premises, the Promoters shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoters shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoters may deem fit and proper in their absolute discretion;
- 6.21 The Promoters shall be entitled to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat/ Premises.
- 6.22 Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 6.23 Irrespective of disputes if any, which may arise between the Promoters and the Purchaser/s and/ or the Organisation, all amounts contributions and deposits, including amounts payable by the Purchaser/s to Promoters, under this Agreement, shall always be paid punctually by the Purchaser/s, to the

Promoters and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

6.24 The Promoters shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any Third party and/or to allow any Third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

6.25 For all or any of the purposes mentioned under this Agreement the Promoters shall be entitled to keep and/ or store any construction materials, on any portion of the said Property, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoters may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

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

be entitled to sub divide/ amalgamate the said Property with the neighbouring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Promoters exercising their aforesaid power.

6.27 Under the present Agreement, the Promoter has agreed to sell and transfer only the said Flat/ Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Flat/ Premises. The Purchaser/s shall have right only in respect of the said Flat/ Premises agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

6.28 Under the present Agreement and at this stage, Promoters intends to use actual FSI and TDR along-with any additional FSI/ TDR available on payment of premium on the said Property and IOD and Plans have been approved presently only of an actual FSI of the said Property. The Promoters, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Promoters shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoters shall be entitled to

construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoters may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

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

6.30 The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoters for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

6.31 The Purchaser/s hereby grants their irrevocable consent to the Promoters for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat/premises in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoters to augment the fund for the Promoters for development of the said Property. The Promoters shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.

6.32 The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoters and agrees and undertakes that:

- 6.32.1 The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoters and which the Promoters may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
- 6.32.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claim save and except the said Flat/ Premises hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoters until the Property and said building/s are conveyed to the Organization as herein, mentioned.
- 6.32.3 Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat/ Premises and shall be binding upon the Organization.
- 6.32.4 For all or any of the purposes mentioned under this Agreement, the Promoters shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from

putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

- 6.32.5 The Promoters has provided and/ or will provide certain amenities plot /area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or Organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoters alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoters and Purchaser/s and/ or Organization/ society shall not raise any claim or objection on the same.
- 6.32.6 The Promoters has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoters will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.
- 6.32.7 It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Flat/ Premises which is agreed to be sold under this Agreement.
- 6.32.8 The Promoters has further informed to the Purchaser/s that the Promoters will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoters.
- 6.32.9 It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the

said Flat/ Premises indicating the location and car parking number/s.

6.33 It is expressly agreed between the Parties that the consideration payable under in paragraph 3.1 above by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s under this paragraph 6.32 and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoters due to such consent not being granted to the Promoters.

6.34 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

7. PROMOTERS RIGHT TO MORTGAGE THE PROPERTY

7.1 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 Premises, which they are entitled to construct and/or sell to Third Party Purchasers, 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. The Purchaser/s 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/s.

8. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

8.1 The Parties hereto agree that in the event

(a) The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Purchaser under RERA,

(b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)

(c) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

8.2 Provided always that in the above events in Clause 8.1(b) and 8.1(c), the Promoters shall have given to the Purchaser/s notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts or/and other the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within 7 days of such notice. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoters has refunded any amounts to the Purchaser. Upon such termination of this Agreement as per Clause 8.1 above, the Purchaser consents and the Parties agree that 10% of the sale consideration and any other amount which may be payable to the Promoter shall stand forfeited and the Promoter shall refund the balance sale consideration received after adjusting and retaining the 10% of the total sale consideration for the Flat towards agreed liquidated damages. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Promoter shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that upon such termination, the Purchaser shall sign, execute, and register Deed of Cancellation with respect to the said Flat. In the event Purchaser fails to do so, the Purchaser shall be entitled to retain all amounts to be refunded to the Purchaser as stated above and shall not entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Promoter shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such price as the Promoter may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed

and understood between Promoter and Purchaser/s that the Promoter shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/ Premises is sold by the Promoter to the Third party and have realized the total amount from Third party.

- 8.3 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoters within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% till such time that the payments are made.
- 8.4 The refund of any amounts by the Promoters shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, VAT, Service Tax, Goods and Service Tax, etc. and the Promoter shall not be liable to refund such amounts paid in respect thereof.
- 8.5 The Promoter shall also be entitled to adjust and retain any other amount which may be payable to the Promoter by the Purchaser/s.
- 8.6 Only in the event that the Purchaser/s terminates this Agreement due to failure of the Promoters to give possession of the said Flat/Premises within the period agreed herein, the Promoter shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoter with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat/ Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoters from the Purchaser/s till the time of such cancellation. In the event of such

termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoters within 30 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum till such time that the payments are made, inclusive of the accrued interest.

- 8.7 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Flat/ Premises for which a written NOC/ consent and approval of the Promoter has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the consideration amount (b) the Purchaser/s deciding to cancel the agreement and/ or (c) the Promoters exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoters, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the instalments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- 8.8 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the instalments towards consideration from the Lender. Any delay in receiving the instalment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% on the outstanding amount.
- 8.9 The Promoters shall upon termination of this Agreement be at liberty to reenter and resume possession of the Premises (if such possession is given to the purchaser) and remove there from everything whatsoever and if any, brought in by the Purchaser/s without any objection or hindrance from the Purchaser/s. 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/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Premises.

9. POSSESSION OF THE SAID PREMISES

9.1 The Promoters have agreed to offer possession of the said Premises to the Purchaser/s provided that the Purchaser/s 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/s with the Promoters under this agreement. Subject to *force majeure*, the Promoter expects to give possession of the said Premises to the Purchaser/s on or before _____.

9.2 The Parties here to agree that the Promoter shall be entitled to a grace period of 6 months beyond the aforesaid date.

Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 9.1 hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.

9.3 If the Promoters fail or neglect to give possession of the said Premises as aforesaid on account of reasons beyond their control or control of their agents by the aforesaid date or on any date as may be mutually extended by the parties then in such event the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by the Promoters in respect of the said Premises to the Purchaser/s and the Purchaser shall have no charge on the said Property or the said Premises, whatsoever. The Purchaser shall only be entitled to a monetary claim against the Promoters PROVIDED 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 including but not limited to any of the following reasons:

9.3.1 war, civil commotion or act of God or any other force majeure conditions;

9.3.2 any notice, legislative order, rule, regulation, notification of the Government and/or other public or Competent authority and changes in the government or Municipal policy.

9.4 The Purchaser/s shall take possession of the Premises within 7 (seven) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for possession. At the time of taking possession of the Premises, the Purchaser shall fully satisfy himself with regard to the completion of the Premises in all respects as being in accordance with the terms and conditions of 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.

9.5 The Purchaser/s shall sign and execute the Declaration and/or Affidavit, documents as prepared by the Promoter's Solicitors, before taking possession of the premises.

9.6 Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Flat/ Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Flat/ Premises or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat/ Premises from the expiry of 7 days from the notice of possession.

9.7 The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

a) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/Apex body;

- b) Rs. _____ for formation and registration of the society or Limited Company/Federation/Apex Body;
- c) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/ Apex Body.
- d) Rs. _____ as other charges towards the development charges, water supply and electric supply charges, legal charges, society formation charges, infrastructure development etc.,

10. STRUCTURAL DEFECTS LIABILITY, ADDITIONS AND ALTERATIONS OF THE SAID PREMISES

10.1 If within a period of 5 (Five) years from the date of handing over possession of the said premises Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Flat/ Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter at their own costs and expenses.

10.2 Provided further, if any defect or damage is found to been caused due to any changes/additions/alterations carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter shall not be liable for the same.

10.3 It is agreed by the parties that for any product/appliances/ material or any other articles/goods as provided by the Promoter in the said Flat/premises as part of standard fixtures/fittings, whose company standard warranty as provided by the manufacturer/s or service providers is less than 5 years, in such case the defect liability of the Promoter for such products would be the warranty period as mentioned on the product or as provided by the manufacturers or as per the standard business norms, whichever is less.

10.4 After the possession of the Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building/s are thereafter required to be carried out by the Government or Municipal Corporation or by any other statutory body, the same shall be carried out by

the Purchaser in co-operation with the Purchaser/s of the other Premises in the said building/s as the case may be at their own cost and the said Promoters shall not be in any manner liable or responsible for the same.

11. PURPOSE OF USE OF PREMISES /PARKING SPACES:

- 11.1 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 allotted Car Parking Spaces for parking of Light Motor Vehicles, for personal use.
- 11.2 The Purchaser/s is aware that the open car park allotted is part of the building common amenity which shall subject to the Purchaser's right of use, is owned by the Promoter/ Society/ Company. The exact location of the said Car Parking Space allocated to the Purchaser/s shall be finalized by the Promoter and will be handed over at the time of handing over possession of the said Flat/ Premises. The Purchaser/s is/ are aware that the Promoter has in like manner allocated and shall be allocating other car parking space/s to several purchasers of the residential flats/ commercial units in the Building/ Project and the Purchaser undertakes not to raise any objection in that regard and the rights of Purchaser to raise any such objection shall be deemed to have been waived.
- 11.3 The Purchaser/s hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter to sell/ allocate the other covered / uncovered car parking spaces to the purchasers of the respective residential flats in the building. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/ Apex Body, as contemplated herein, cause such Organization/ Apex Body to confirm and ratify and shall not and/ or shall cause the Organization/ Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoters to the various purchasers (including the Purchaser/s herein) of the residential flats in the Building/ Project. The

allocation is for smooth functioning and to avoid disputes between Purchaser/s.

12. MEMBERSHIP AND OTHER RIGHTS AND DUTIES OF THE PURCHASER/S

12.1 The Purchaser/s agree/s 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/ Condominium/ Limited Company.

12.2 It is agreed that the Purchasers shall be bound by the rules and bye-laws of the Proposed Co-Operative Society/ Condominium/ Limited Company that may be formed. It is, however, expressly agreed that the right, title and interest of the Promoters in the said Premises shall be transferred, assigned in favour of the Purchaser and the application for this membership of the Proposed Co-Operative Society/ Condominium/ Limited Company shall be submitted by the Promoters and only on condition that the Purchaser and the other Purchasers of different Premises strictly perform the terms and conditions of this Agreement and pay to the Promoters all the amounts due and payable under this Agreement.

12.3 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 Promoters shall be absolutely entitled to and shall be having authority and control as regards the unsold Premises and balance F.S.I. and T.D.R. (if available) right to further develop the said Property by use of T.D.R. and its disposal thereof.

12.4 The Purchaser hereby agrees that his/her right to the use of Common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or any maintenance agency appointed or the association of the purchasers and performance by the Purchaser of all his/her obligation in respect of the terms and conditions specified by the maintenance agency or the association of purchasers from time to time.

12.5 Even after the Promoters constructing and developing the entire said Property, the Promoters 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 Promoters and the Purchaser/s of such remaining Premises shall be accepted as members of such Proposed Co-Operative Society/ Condominium/ Limited Company as may be formed. The Promoters 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 Proposed Co-Operative Society/ Condominium/ Limited Company, save and except the membership fee, share money and entrance fee per member for such remaining unsold Premises.

12.6 It is agreed that all the purchasers shall jointly use common area such as Recreation Ground, means of common access, and other common areas falling within the said Property.

12.7 The Purchaser/s is/are aware that the construction and development of the said Property shall be done by the Promoters in a phase-wise manner and the Purchaser/s agree/s and undertake/s to permit and give the Promoters all facilities for making any additions, alterations in the layout plans or building plans or to put up any additional structure or floors on the said building/s and/or on the said Property till such time the said Property is fully developed by the Promoters. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of change of layout or building plans, amalgamation with adjoining properties/plots or nuisances annoyance, inconvenience and/or otherwise for any other reasons whatsoever.

12.8 The Purchaser/s is/are aware that the construction and development of the said Property is a part of a Scheme to be developed on the said property which shall be done by the Promoters in a phase-wise manner and the Purchaser/s agree/s and undertake/s to permit and give the Promoters all facilities for making any additions, alterations in the layout plans or building plans or to put up any additional structure or floors on the said building/s and/or on the said Property till such time the said Property is fully developed by the Promoters. The Purchaser/s agree/s and undertake/s not to object to

such construction on the ground of change of layout or building plans, amalgamation with adjoining properties/plots or nuisances annoyance, inconvenience and/or otherwise for any other reasons whatsoever.

13. SOCIETY FORMATION AND APEX BODY:

- 13.1 It is agreed and understood by the Parties that the Promoters shall form a Proposed Co-Operative Society/ Condominium/ Limited Company in respect of Premises that they are entitled to construct and sell or may require the said premise/ purchasers as members of the Proposed Co-Operative Society/ Condominium/ Limited Company that may be formed within 3 three months from the date when 51% of the total flats/premises are sold in the said proposed building. After completion of construction of the building/s on the said property and after the Promoters have received the Purchase price of all the Premises and all other amounts payable by the Purchaser/s thereof under the respective agreements, the Promoters shall take necessary steps to form the Co-operative Society/ Condominium/ Limited Company and
- 13.2 It is agreed and understood by the Parties that the Promoter may, in its sole, discretion form and register an apex organisation ("Apex Body") comprising of the various organisations formed in respect of the Building and/ or other buildings to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter may decide.
- 13.3 The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws

as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 13.4 The Apex Body shall be formed by the Promoter after formation of all society/ condominium/ organizations and the execution of all conveyance(s) or deed of assignment or transfer documents in their favour to look after the repair and maintenance of the infrastructure and common amenities and facilities of the said Property and the management of the Corpus Fund.
- 13.5 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the Flat/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

14. TRANSFER OF TITLE BY DEED OF CONVEYANCE

- 14.1 The Conveyance of the Structures/ Buildings and the entire undivided underlying land in favour of the Organisation under MOFA and /or RERA as the case may be shall be entered into within 3 three months of obtaining the Occupation Certificate of the Last building of the scheme of Building complexes to be constructed on the said Property and the complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoter shall be subject to the receipt of all the outstanding payments from the respective buyers of the flats in the said Property. Further, such Conveyance/assignment shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoter may in their absolute discretion determine.
- 14.2 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Property in favour of the Organisation or Declaration to be

submitted under the MOFA and RERA and other documents in favour of the Organisation shall inter alia contain the following:

- 14.2.1 such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the Building;
- 14.2.2 a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- 14.2.3 the right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the Flat/ Premises comprised therein as its member without charging any additional amount.
- 14.2.4 the Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;
 - 14.2.4.1 Even after conveyance of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and receive consideration and shall be allowed to do so without any restriction or entry of the building and development of common areas;
 - 14.2.4.2 The Promoter shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;

14.2.5 The obligation of the Organization to become a member of the Apex Body as and when formed;

14.3 The project shall be deemed to be completed upon the development of the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property in accordance with Scheme to be constructed on the said property and on completion of the infrastructure and common areas and facilities and the sale of buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/ or any other agreements made with purchaser/s and/ or lessees, licensees, etc. and formation of all society/ condominium and execution of conveyances/ deeds of assignment in favour of the Organisation and other organisations formed in respect of all the buildings constructed on the said Property.

14.4 The said Deed of Conveyance shall be drafted by the Advocates for the Promoters and shall be in consonance with the terms and conditions of this agreement. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance, declaration and other documents and formation and registration of the Organization shall be borne and paid by all the purchaser/s of the various Flat/ Premises in the Building and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said Flat/ Premises and shall, until utilization, remain with the Promoters.

14.5 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 Purchasers and/or the Proposed Co-Operative Society/ Condominium/ Limited Company and the ownership in respect of the said common areas, Terraces on top floor and the balance F.S.I. and TDR or other building potential and rights shall always remain with the Promoters.

14.6 The Allottee/s hereby further covenant with the Promoter as follows:

- a. Till a conveyance of the structure of the building in which the said premises is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/s or any part thereof to view and examine the state and condition thereof;
- b. Till a conveyance of the said project on which the building in which Apartment/the said premises is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. OUTGOINGS AND PROPORTIONATE CONTRIBUTION

15.1 COMMENCING a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises are ready for possession, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said building and land from the date of possession as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat/unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers maintenance and servicing and repair/replacement of STP/Septic tank, solar panel maintenance, lift, gardens, compound paving, gate, internal road, SWD, CCTV, intercom, building entrance, lobby, electric meter room, fire fighting system and its maintenance, RWH maintenance cost, water supply lines and systems, pumps, infrastructure maintenance cost etc., and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agrees to pay deposit of Rs. _____/- in advance at the time of possession. The amount so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed

in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Promoters shall not be liable to pay maintenance expenses towards the unsold flat/ premises.

15.2 The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15.3 The Purchasers agree that until the Organisation/Society is formed, and the buildings are transferred to it, the Purchasers shall pay to the Promoters whether demanded or not the proportionate share of the outgoings as mentioned in paragraph 15.1 above.

15.4 The Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of the building and land for and on behalf of the Purchaser/s of the flats/units till there is credit in the maintenance account of the building or till the society is registered whichever event occurs earlier and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply/service being disconnected/ discontinued, it shall be the responsibility of the Purchaser/s together in respect of the flats/units in respect of which possession has been given by the Promoters for any event/circumstances/situations arising out of the discontinuation of the supply/ services by the agencies and/or authorities. The Purchaser/s alone shall be responsible/liable to pay for the penalties, reconnection charges, additional deposit/s, action as levied by the concerned authorities on account of delay/non-payment of their charges arising out of the late payment/default by the Purchaser/s in paying their share of maintenance and other charges.

15.5 The aforesaid amounts collected as contribution towards outgoings and expenses placed/to be placed with the Promoters under this agreement and the above mentioned clause shall not carry interest and will remain with the Promoters and shall be utilized for the purpose for which they have been received. If the Promoters have already incurred any of the aforesaid expenses, the Promoters shall be entitled to get reimbursed for the same from the aforesaid deposits.

15.6 The Promoters have clearly brought to the notice of the Purchaser/s that for the entire scheme of construction the Promoters have at its own cost and expenses constructed a sewerage treatment plant for drainage and sewerage water and the same shall be maintained by all the flat purchasers, building occupants, co-operative housing societies and the purchaser/s herein along with the other purchasers shall contribute the proportionate share of charges of maintenance, administration and upkeepment thereof and accordingly the said sewerage treatment plant and its functioning shall take place. It is clearly brought to the knowledge and notice of the Purchaser/s herein that the Promoters shall have absolute and sole right and authority to use the water generated there from for availing construction in the said project, gardening activities and other allied utilization thereof for the common facilities of the entire scheme of construction and further if there is surplus quantity of water resources available after making provision then the Promoters are well and sufficiently entitled to use such water for their upcoming projects in the near vicinity of the said property and also to grant and assign the benefits of fetching and utilizing such water resources to any sister concerns, company or new intending person, firm or company as the Promoters may deem fit and proper without any recourse to the purchaser/s and without any rebate in the price/consideration of the said flat. The Purchaser/s has/have understood the said covenant and in confirmation thereof has granted his/her/their express and irrevocable consent thereto.

15.7 The Purchasers shall maintain Fire Fighting System in good working conditions and shall be liable to pay the proportionate contribution towards maintenance, repair, upgradation, addition/alteration of the Fire Fighting equipments as required by the concerned authorities. The Purchasers/ Co-

operative Society alone shall be responsible for any accident/damage done to the building and/or to the persons/ occupants/residents/visitors due to the negligence in maintenance of the Fire Fighting System.

15.8 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat/ Premises, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage.

15.9 Subject to what is stated herein above, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Purchaser/s as advance or deposit, on account of the share capital of the Organisation, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;

16. PAYMENT OF SERVICE TAX, MVAT AND OTHER TAXES

16.1 The Purchaser/s hereby agrees to pay any Service Tax, MVAT and Goods and Service Tax together with interest and penalty, if any, or any such other tax duty fees cess that is payable by way of Service Tax or MVAT or GST under these presents 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 on demand by the Promoters without any demur. The Promoters shall not contribute anything towards such taxes, duties fees, cess. If however, the Promoters are compelled to pay such taxes, the Purchaser/s shall reimburse to the Promoters such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and interest and penalty as maybe charged by the statutory authority for such non payment or delayed payment and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s. If the Purchaser/s commit default in payment of the Service Tax or Goods and Service Tax or 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/s until the Tax and the interest and penalty are paid.

16.2 The Purchaser/s hereby agree/s that in case the Government of INDIA or Government of Maharashtra or any other concerned local or statutory authority applies or levies Tax or any other tax by whatsoever name on the sale of this Premises and other Premises etc. and if any such tax becomes payable in relation to the said Premises, the Purchaser/s shall pay the same immediately on demand being made by the Promoters and until such time the same shall remain unpaid or deposited by the Purchaser/s in a separate account with the Promoters, the Purchaser/s shall not be entitled to put in physical possession of the said Premises. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Goods and Service 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 Promotes on account of non-payment thereof in time or otherwise, by the Purchaser/s shall be reimbursed to the Promoters on demand by the Purchaser/s;

16.3 Time for payment of the Goods and Service Tax or such other tax/es as may be levied by the Government and interest and penalty if any thereon is the essence of the contract. The Promoters shall forward to the Purchaser/s an intimation of the notice of demand received by them from the authorities calling upon the Purchaser/s to pay forthwith the amounts demanded under the said notice without any demur to the Purchasers and the Purchaser/s shall be bound to pay the said amounts within eight days of Purchasers dispatching such intimation by Courier or Registered post at the address of the Purchaser/s as given in these presents. The Promoters will keep the original of such demand notice open for inspection by the Purchaser/s at the office of the Promoters and such notice shall be conclusive and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same; and

16.4 On the Purchaser/s committing default in payment of the abovementioned Tax 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. 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 tax calling upon the Purchaser/s 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 off 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 including service tax, vat, GST or any of the taxes, by whatsoever paid by the Purchasers on any of the instalment mentioned under this agreement from the Promotes and the Purchasers agree not to raise any disputes in respect of the same.

16.5 At the time of negotiations for the consideration amount as mentioned in clause 3.1 it was expressly agreed by the Purchaser/s that the said consideration amount is inclusive of all the GST benefits. It is agreed that accordingly, the Purchaser/s will not be entitle to claim Input Tax credit with respect to the GST from the Promoters. And further the Purchaser/s agrees not to raise any disputes in respect of the same.

17. COVENANTS BY THE PURCHASER AS TO USE AND MAINTENANCE OF PREMISES/CAR PARKING SPACES ETC.

17.1 The Purchaser/s shall use the said Flat/ Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Flat/ Premises for any purpose other than for residence/ commercial except with the written permission of the Promoters or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s own vehicles. The Purchaser/s shall not use the open spaces/ parking/ stilt/ podium area etc. for parking their vehicles without prior written permission of the Promoters/ Organization as the case may be.

17.2 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser 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.

- 17.3 The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.
- 17.4 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the residential property, save and except the access road as provided by the Promoter.
- 17.5 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Promoter have given various undertaking and writing to the Kalyan Dombivli Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/ DRC shall be for the sole benefit of the Promoter alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces

and the Promoter has executed registered undertaking in favour of the Kalyan Dombivli Municipal Corporation.

17.6 The Purchaser/s or himself/herself/themselves with intention to bind all persons into whosoever hands the said Premises may come do hereby covenant with the Promoters as follows: -

- a) To maintain the said Premises at Purchaser/s 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 statutory and 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 statutory and local authorities or 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/s in this behalf, the Purchaser/s 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/s 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 statutory and local authorities and/or concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned statutory and local

authorities and/or 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 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 Proposed Co-Operative Society/ Condominium/ Limited Company and the concerned statutory and local authorities;
- e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Promoters or the Proposed Co-Operative Society/ Condominium/ Limited Company. 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. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s;
- 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 statutory and local authorities and/or concerned local authority or Maharashtra State Electricity Distribution Co. Ltd., BSNL Ltd., M.G.L. (Mahanagar Gas Ltd.) or the concerned statutory and local authorities or 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) Not to carry out any illegal activity from the said Flat/ Premises, which is against the interest of the Organisation/ other purchasers in the building;
- l) Not to enclose the balcony area or flowerbed inside the said Flat/ Premises without express written permission of the Promoter;
- m) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit of this agreement or part with possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under this agreement including the monthly outgoings are fully paid up and only if the Purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser/s has taken written permission of the Promoters in that behalf;
- n) The Purchaser/s shall observe and perform all the rules and regulations and bye laws of the Proposed Co-Operative Society/ Condominium/ Limited Company as may be formed 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 concerned

statutory and local authorities and/or concerned local authority and of Government and other public authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the such Proposed Co-Operative Society/ Condominium/ Limited 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;

- o) The Purchaser/s 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;
- p) The Purchaser shall from the date 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, Goods and Service Tax, 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 tenement and/or the said property and/or the said building by the concerned statutory and local 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 Municipal Corporation 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 Co-Operative Society/ Condominium/ Limited Company as may be formed shall be final and binding on all the Purchaser/s;
- q) If any other taxes, such as VAT, GST and other taxes are levied by the State or Central Government, on this Agreement then the Purchaser/s

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;

- r) The Purchaser/s 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/s;
- s) Not to change the external colour scheme or the pattern of the colour of the building;
- t) Not to change exterior elevation or the outlay of the building/s;
- u) Not to fix any grill to the building/s or windows except in accordance with the design approved by the Purchaser;
- v) 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/s herein hereby give their consent for the same;
- w) Not to enclose and not erect any grills / windows or any type of enclosure, on any horizontal projection of the floor, such as balconies, dry balconies, chhajja, service ducts, staircase passage, lobby, terrace etc;
- x) During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoters then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;
- y) The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 9.00 a.m. to 1.00 p.m. and 3.00 p.m. to 6.00 p.m. on all days of the week and no work shall be carried out on Sundays;
- z) the Purchaser/s shall extend full cooperation to the Purchasers, their agents, contractors to ensure good governance of such works;
- aa) The Purchaser/s is/are further made aware that the Promoters are engaged in the business of construction, development and

- redevelopment of immovable properties and during the construction of the building/s on the said Property and after completion thereof, the Promoters may desire to show the said building/s and or any areas therein including but not limited to common areas to various prospective clients of the Promoters including inter alia occupants of building/s which the Promoters are redeveloping or proposing to redevelop and accordingly, the Promoters may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto;
- bb) The Promoters may permit various consultants, service providers, financiers, manufacturers, suppliers and other Third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoters may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto;
- cc) The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the K.D.M.C. and other concerned authorities whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by K.D.M.C. and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents;
- dd) These covenants shall be binding and operative even after the formation of the Organization/Apex Body;
- ee) The Purchaser/s shall observe and perform all the rules and regulations which the Organisation may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local

authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Flat/ Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement;

- ff) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

17.7 The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the said Flat/ Premises and in determining such amount the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-

rate charges which the Purchasers may be called upon to pay the Promoters in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the flats to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

17.8 It is expressly agreed that the Purchaser/s shall be entitled to the common area and facilities appurtenant to the said Flat/ Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat/ Premises agreed to be sold to the Purchaser/s as mentioned in the Third Schedule hereunder.

17.9 The Purchaser/s are aware that stilt car parking, podium car parking and open car parking belong to the Promoters only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoters under a separate allotment letter and or an Agreement is executed by the Promoters. The security of Promoters shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organisation, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoters have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Promoters in writing permits the same.

17.10 The Purchaser/s hereby agrees that he/she along with other purchasers/members of the society shall manage their solid waste management/garbage disposal, as may be required by the Municipal Corporation or laws/policy framed by the Government. And the Purchaser/s further agrees to bear/incur all cost/expenses towards same. And the Purchaser/s further agrees that the Promoter/Developer shall not be responsible for any noncompliance/violation of rules/law by the flat purchasers/society in this regard. The Purchaser/s indemnify the Promoter/Developer from any proceedings with this regard and the Purchaser/s shall bear all cost and expenses for same.

18. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER

18.1 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.

19. SALE ONLY OF THE PREMISES

19.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant assignment, demise of the said Premises or any part thereof or the said Property of the building/s or any part thereof in law. The Purchaser shall have no claim save and except the Premises that is agreed to be sold to him/her/them under this Agreement. All other open spaces parking Spaces, lobbies, staircases, terraces etc. shall remain the Property of the Promoters until the whole of the said Property is transferred as herein provided subject to the rights of the Promoters as contained in this Agreement.

20. PROMOTERS TO HAVE FIRST LIEN ON THE PREMISES

20.1 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/s under this Agreement for recovery of any amount, tax, penalty due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise.

21. USE OF TERRACE AND OPEN SPACES AND CREATE THIRD PARTY RIGHTS IN RESPECT OF THE SAME

21.1 It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding signboards, telecommunication installations v-sat dish antenna on the said property or any parts of the building or buildings or said new building including on the terrace and on the parapet wall on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the

Promoters are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Promoters shall be entitled to use and allow Third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, dish antenna, radio turnkey equipment, wireless equipment etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or entitled to any such the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Promoters.

21.2 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/s of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace purchaser/s. The said terrace shall not be enclosed by the terrace purchaser till the permission in writing obtained from the Concerned Local Authority and the Promoters and/or the Proposed CoOperative Society/ Condominium/ Limited Company as the case may be. In the event of any water storage tank being constructed the Society shall depute its representative to go to the Terrace/s for regular check up and up keep and for or during such times as may be mutually agreed upon by the Purchasers of such Premises on the Terrace/s and the Proposed CoOperative Society/ Condominium/ Limited Company.

22. NO ASSIGNMENT OR GRANT OR DEMISE OF PROPERTY

22.1 The Purchaser/s agrees and confirms that nothing contained in these presents is intended to be nor shall be construed as a grant, demise or assignment of the said property or any part thereof in any manner whatsoever and the intention of the parties is not to sell or transfer the said property or any part

thereof and further that no right, title or interest was created in favour of the Purchaser/s at any point of time in the said Building and the said unit/Premises herein and will not be created till such time the construction of the said unit/Premises is completed by the Promoters on his own and in pursuance thereof the possession is given by the Promoters to the Purchaser/s 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 unit/Premises alone as and when the construction whereof is completed and the unit/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/s 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/s is for the purchase of the said unit/Premises and not divisible towards consideration for a part of the said property 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 property 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 property or part thereof and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. and the said unit/Premises will remain the property of the Promoters. For removal of doubts it is clarified that the goods namely the said property or the said unit/Premises is not intended to pass under these presents from the Promoters to the Purchaser/s and the Purchaser/s shall not exercise any rights of whatsoever nature over the same till such time the Occupation Certificate is received and the possession in pursuance thereof is parted with to the Purchaser/s and that till such time possession is handed over, the significant risks and rewards of the said unit/Premises and the said property shall not pass to the Purchaser/s and till such time the effective control and management shall continue to remain with the Promoters. The Purchaser/s hereby agrees and declares that he/she/they shall at no point of time ask for independent rights in the said Building/s and/or in the said property.

22.2 The Purchaser/s shall have no claim against the Promoters save and except in respect of the said Premises and/or Car Parking Spaces hereby agreed to

be allotted/ sold under this Agreement, so that the open spaces, parking spaces, lobbies, staircases, lifts, common entrances, common passages or terraces (save as herein provided) and rights in respect of remaining or future FSI and/or TDR , including all rights that may be available in respect of the said Property in future will remain the property of the Promoters only. 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/s 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.

23. PREMISES PURCHASER NOT TO CLAIM PARTITION OF PROPERTY

23.1 The Purchaser shall not be entitled to claim partition of his/her/their share in the said Property and the said building/s and the same and shall always remain undivided and impartible. The Purchaser/s shall not ask for independent rights, access in the said building and/ or in the said Property and/or of the said Flat/ Premises. The Promoters shall be entitled to amalgamate the Property with adjoining Property or sub divide the same as may be necessary for more beneficial use and enjoyment of the said Property, if desired by the Promoters or for abiding to any norms of the concerned statutory and local authorities or any statutory authority and the Purchaser /s shall have no right to object the Promoters for any reason whatsoever.

24. SET BACK COMPENSATION

24.1 In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoters alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoters alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.

25. SALE OF COMMERCIAL PREMISES/SHOPS

25.1 THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser/s herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchaser/s.

26. ELECTRICITY DEPOSITS and WATER DEPARTMENT DEPOSITS

26.1 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, and/ or and security deposit is demanded by Water Department of the concerned statutory and local authorities before giving the water connection to the said building/s, then the costs and expenses of the same shall be proportionately borne by the Purchaser/s of all the premises in the said building/s and shall be paid to the Promoters within 8 days of such intimation.

27. INDEMNITY BY PURCHASER/S

27.1 The Purchaser/s hereby indemnify and keep indemnified the Promoters and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with:

- (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement;
- (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement;
- (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat/ Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and

(d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/ Premises.

28. MISCELLANEOUS PROVISIONS

28.1 If any change in area, walls, site plan, or room, portion of shops/Premises offices etc. are required to be made before handing possession of the said Premises to the Purchaser/s, as a result of peculiar site conditions or on the discretion and insistence of any local authorities like the concerned statutory and local authorities etc., the Promoters shall have a right to effect the change without consent from the Purchaser/s. The Purchaser/s hereby gives his irrevocable consent and co-operation for the said change in area of the said Premises.

28.2 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 Promoters which are to be observed and performed by the members of the Proposed Co-Operative Housing Society/ Condominium/ Limited Company and subject to the payment of any charges, if any, levied or fixed by the Promoters from time to time for use and enjoyment of such common amenities as hereinafter provided.

28.3 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/s along with the other Purchaser/s.

28.4 The Purchaser/s shall strictly abide by the rules and regulations and the bye laws of the Proposed Co-Operative Housing Society/ Condominium/ Limited Company as may be formed and not for any other purpose as is contrary to the Municipal Rules.

28.5 The Purchaser/s agree/s to present this Agreement as well as any other documents to be executed in pursuance of this Agreement in favour of the Purchaser/s as aforesaid to the proper registration office for registration within the time limit prescribed by the Indian Registration Act 1908 and the Promoters will attend such office on being informed by the Purchaser/s about the same and admit execution thereof.

28.6 The headings or titles given to this agreement are given only for the purpose of convenience.

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

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

30. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the SubRegistrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

31. RIGHT TO AMEND

This Agreement may not be amended, altered or modified except by a written instrument signed by all the Parties.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

33. **FURTHER ASSURANCES**

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.

34. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the SubRegistrar. Hence this Agreement shall be deemed to have been executed at Thane.

35. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

36. GENERAL CLAUSES

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

hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat/ Premises between the parties hereto.

36.2 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoters 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 purchasers.

37. SEVERABILITY

37.1 If any terms, conditions or stipulations or 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.

38. DISPUTES UNDER RERA

38.1 PROVIDED and ALWAYS that if any dispute, difference or question at any time hereinafter arises between the parties it shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

38.2 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Thane shall have an exclusive jurisdiction for this Agreement.

39. DISPUTE RESOLUTION :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to

the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

40. NOTICES

40.1 Any notice, demand letter, intimation or communication ("Notice ") to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned in their respective description at the beginning of the agreement; Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery, e-mail or facsimile. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

Name of Purchaser/s :- Address

of Purchaser/s :-

Email of Purchaser/s: _____

41. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

42. STAMP DUTY AND REGISTRATION CHARGES

42.1 All costs charges and expenses arising out and incidental to this Agreement, including stamp duty, deficit duty, penalty if any and registration charges 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.

43. DECLARATION

43.1 The Purchaser/s hereby declare that they have gone through the Agreement and all the documents related to the said property and the said Premises and have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied have entered into this Agreement.

44. PROVISIONS OF MOFA& RERA

44.1 This agreement shall be subject to the applicable provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Real Estate (Regulations and Development) Act, 2016 and read with the provisions of the Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 for Maharashtra or any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project.

45. 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.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE SAID PROPERTY)

ALL that piece or parcel of land bearing Survey No. 25 Hissa No.2 admeasuring 2070 square meters (0.15.6 Hectares and 0.05.1 Pot Kharaba) situated at Village Kolival, Taluka Kalyan and District Thane, up on which the said building Rutu Heights is to be constructed as per sanctions plans/ approvals granted, as may be further revised, by the Kalyan Dombivli Municipal Corporation, lying and situated at Village

Kolivali, Taluka Kalyan and District Thane, and in the Registration District of Kalyan and within the municipal limits of Kalyan Dombivli Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE SAID FLAT/PREMISES)

The Flat/shop in the proposed building to be constructed on the property more particularly described in the First Schedule above referred to namely:-

- (a) Flat No. _____ on _____ floor in the building being Building No. _____ admeasuring _____ Square meters of carpet area plus _____square meters of balcony.
- (b) _____ Car Parking Spaces in the Basement/ Stilt/ Parking Tower of the proposed Building on the said property.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(IN RESPECT OF COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES)

(a) “Common Areas and Facilities means;

1. The foundation, columns, beams, supports, ducts, chhajjas, corridors, staircases, entrance lobbies exits of the said building.
2. 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.
3. The Underground Tank and the Overhead Tanks with all GI pipe fittings including Pump Room, Pumps, Switches and Water meter.
4. Electrical installations, including the wiring of the electric cabins meter and the meters of the Premises Buyers.

(b) Limited Common Areas and Facilities and Restricted Areas

Landing in from 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. Those areas facilities including car parking areas, terraces/gardens/passages or other rights reserved for use of the Promoters to the exclusion of the other Premises/Units.
2. Rights in respect of remaining or future FSI and/or TDR in respect of the said Property shall belong to the Promoters only.

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first herein above mentioned.

SIGNED SEALED and DELIVERED by _____)

The within named "the Promoters" _____)

M/s. HARASIDDH DEVELOPERS through its Partner _____)

Mr. Mukund Patel _____)

In the presence of _____)

Signed and Delivered by _____)

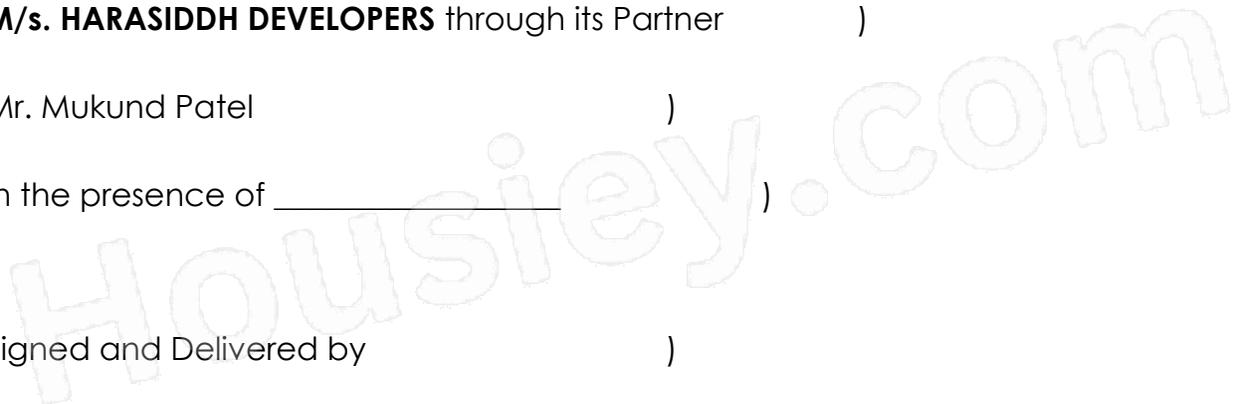
The within named '**Purchasers**' _____)

_____)

_____)

_____)

In the presence of _____)



RECEIVED the day and year first)

hereinabove mentioned the sum of) Rs.

_____) by

Cheque No. _____)

drawn on _____)

Bank _____)

Branch _____)

_____) by

the Purchaser in favour of the)

Promoters as mentioned in)

Clause 3.1 of this Agreement)

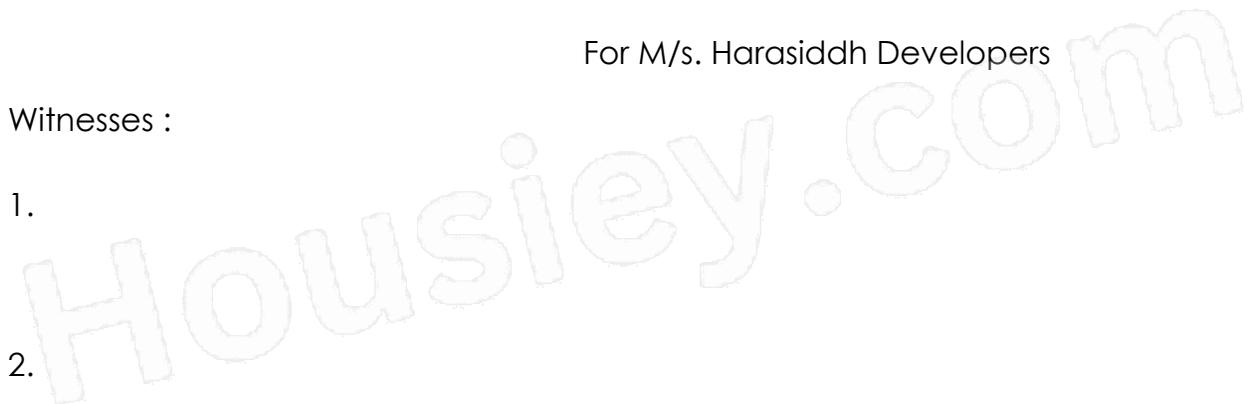
WE SAY RECEIVED

For M/s. Harasiddh Developers

Witnesses :

1.

2.



LIST OF AMENITIES – COMMON

1. Compound Wall with M.S. Gate, Paving with Lights.
2. R.C.C. frame structure.
3. U. G. Water storage tank and O.H. water storage tank.
4. Fire fighting provisions as per law.
5. R.G. Area.
6. D. G. Backup.
7. C.C.T.V. covering common areas.
8. Entrance Lobby.
9. Building exterior with cement paint.

LIST OF AMENITIES – INTERNAL

1. Vitrified Tiles flooring.
2. Glazed tiles dado in toilets.
3. One shower in every toilet.
4. Kitchen platform with granite top with glazed tiles dado.
5. Interior with plastic paint.
6. Aluminium sliding windows.
7. Premium brand C.P. fittings.
8. Electrical Switches and Plug Points.
9. Wooden main door with wooden frames.