

Provided that, the Promoter shall give notice of 15(Fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- (e) The Promoter shall within 15 (fifteen) days of receiving the Occupancy Certificate of the said Flat, offer possession of the said Flat to the Purchasers in writing. The Purchasers shall simultaneously with the payment of the balance consideration take possession of the said Flat within 15 (fifteen) days of the Promoter giving written notice to the Purchasers intimating that the Occupation Certificate for the said Flat has been received, along with a copy of the same, and that the said Flat is ready for use and occupation.
- (f) if within a period of five years from the date of handing over the said residential Flat to the Purchasers, the Purchasers bring to the notice of the Promoter any structural defects in the said Building or any other defect in workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter, at its own cost and in case it is not

possible to rectify such defects, then the Purchasers shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

- (g) The Purchasers shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence and the Car Parking Spaces shall be used only for purpose of keeping or parking the Purchasers' and / or the occupant's own vehicle.
- (h) Within 15 (fifteen) days after notice in writing is given by the Promoter to the Purchasers that the Occupation Certificate for the said Flat has been received along with a copy of the same, and that the said Flat is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share of outgoing in respect of the Project Property and amenities namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium of the said Building, the Common Areas and Facilities and the limited common areas and the facilities in the said Building, and the common lights and other outgoing such as collection charges, maintenance of accounts, charges of security personnel, liftmen, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other outgoing expenses necessary and incidental to the management and maintenance of the Project Property and amenities. The Purchasers shall pay to the Promoter such proportionate share of outgoing expenses i.e., in proportion to the carpet area of the said Flat together with proportionate area in use by the Purchasers in respect of the Common Areas and Limited Common Areas and facilities, as may be determined by the Promoter. The Purchasers further agree that till the Purchasers' share is so determined, the Purchasers shall pay to the Promoter provisional monthly contribution of Rs.10/- per sq. ft. being the current estimate, towards the outgoing expenses. The amounts so paid by the Purchasers to the Promoter shall not carry any interest and will remain with the



Promoter until a reserve fund is set up in the manner and in accordance with the provisions of the byelaws. The Purchasers undertake to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The above amount unless paid on their respective dates when due, shall attract interest at the Interest Rate from the date of the amount becoming due till its actual payment and in case any amounts are not paid inspite of they having fallen due then the Promoter shall be entitled to adjust such arrears against amount of deposit lying with the Promoter as mentioned hereinafter and the Purchasers shall reimburse to the Promoter the said amounts so deducted and shall always maintain with the Promoter the said amounts of deposits as mentioned hereinafter.

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- (i) The Purchasers undertake not to provide any services for use of / by the Purchasers in the said Flat through the voids, corridors, outlets, ducts, etc., RCC works, staircases, terrace of the said Building, common areas, open compound, internal roads or any other spaces except with the prior written permission of the Promoter, **PROVIDED THAT** if such permitted services shall, at any time, prejudicially affect the interest of the Promoter or any of the neighboring occupants, the same shall be compensated for and/or discontinued. It is clarified that the Purchasers shall be liable to obtain, at its own costs and expenses all the necessary/required permissions, consents, etc. from the concerned local, public, municipal and other concerned authorities in respect of the aforesaid services if permitted and to ensure compliance of such permissions, etc. and to furnish to the Promoter certified copies of all such permissions, consents, approvals, etc. (including the terms and conditions on which the said permission/s, etc. are granted) within a week of receiving the same and the Purchaser indemnifies and keeps indemnified the Promoter of, from and against any claims, losses, damages, etc., which may be



suffered/incurred by the Promoter, in relation to any of the above.

- (i) The Purchasers shall at the time of taking possession of the said Flat or within 15 (fifteen) days of the receipt of the notice from the Promoter to take possession of the said Flat, whichever is earlier, deposit with the Promoter the following amounts:-

Additional Charges	Amount in INR
I) Society Amenities charges	Rs. 50,000/-
II) Legal & Documentation Charges	Rs. 25,000/-
III) Society Formation charges	Rs. 10,000/-
IV) Electricity Supply & Water Connection Charges	Rs. 50,000/-
V) Share Application Money & Admission Fees (Per Member)	Rs. 500/- Rs. 100/-
VI) Maintenance Charges (Rs. 12/- per Sq. Ft. on carpet area per month for 18 months)	Rs.
VII) Provisional Maintenance	Rs. 50,000/-
VIII) Provision for Gas Connection & meter charges	Rs. 30,000/-
IX) Infrastructure Charges @ Rs.150/- per Sq. Ft.	Rs. /-
X) Corpus Fund	Rs. 50,000/-
Total	Rs. /-

In case there shall be deficit in regard to any of the aforesaid, the Purchasers shall forthwith on demand pay to the Promoter their proportionate share to make up such deficit. The Purchasers shall, on demand, deposit with the Promoter their proportionate share towards or for any other deposit to be paid by the Promoter to the Local Authority or Body concerned and/or to any other Concerned Authority. It is expressly agreed by and between the parties hereto that the Promoter shall be entitled to demand for corpus fund



as and when required and the Purchaser shall be bound to deposit the same with Promoter.

- (k) The Promoter shall utilize the sum paid as legal charges by the Purchasers to the Promoter for meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-law/Advocates.
  - (l) The Promoter shall hold the amounts mentioned in Clauses 5(i)(j)(VI), 5(i)(j)(VII) & 5(i)(j)(X) above as deposit without interest and the Promoter shall be entitled to utilize such deposits towards payment of taxes and other outgoings if the Purchasers, in breach of their covenants, fail to pay the same when the same are due. In the event of the Purchasers making any default in payment of any amount, as agreed to herein by them, the Promoter will have right to take legal action against the Purchasers for recovering the same.
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**(ii) Transfer of the said Premises**

- a) As stated herein, without making payment of full consideration, the Purchaser/s shall not, without the prior written consent of the Promoters, sell, transfer, mortgage, create charge, etc. or otherwise deal with or dispose off the said Premises or any part thereof. Such consent / refusal shall be at the sole discretion and at such cost as may be decided by the Promoters.
- b) In the event of the Purchaser/s proposing to sell and/or otherwise transfer the said Premises to any person, including his / her / their relatives such as his / her / their spouse, children and/or parents, then the Purchaser/s shall first give a written notice (hereinafter referred to as "**Intimation Notice**") to the Promoters. The Intimation Notice shall state: (i) the name and address of the proposed transferee; (ii) the proposed sale price, including the proposed amount and form of consideration and terms and conditions offered by such proposed transferee; (iii) the date of



commencement of the proposed sale and if demanded by the Promoters, the Purchaser/s shall submit a draft for such transaction to the Promoters for its approval.

- c) It is clarified that the Promoters shall never be liable or required to pay any transfer fees / charges and/or any amount, compensation whatsoever to the Society for the sale or transfer of the unsold premises in the said Project or the said Property.

- (iii) The Purchaser/s hereby expressly agree and covenant with the Promoters that in the event of the said Project on the said Property being not ready for use and in the event of the Promoters offering license to enter upon the said Premises to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoters completing the construction of the balance building or additional floors on the said Property without any interference or hindrance or objection by the Purchaser/s. The Purchaser/s further confirm that he / she / they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoters on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or hindrance or objection or dispute or claim by the Purchaser/s. The Purchaser/s hereby consent to the same time being under any law as applicable.

## 6. ALLOTTEE'S/PURCHASER'S COVENANTS

The Purchasers do and each of them hereby covenant with the Promoter as follows:



- (i) To maintain the said Flat at their own cost in good tenable repair and condition from the date the possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof.
- (ii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building, including entrances of the said Building and in case any damage is caused to the said Building or the said Flat on account of negligence or default of the Purchasers or their Occupant/s in this behalf, the Purchasers shall be liable for the consequences of the breach.
- (iii) Not to install or place any flowerpots or beds or maintain a garden on the Balconies and/or any terrace of the said Building without the prior permission of the Society, as the case may be. However even in the event such permission is granted, the Purchaser will be responsible for all future maintenance, water proofing and any damage caused to the said Building due to any leakage or any allied damage attributable to the same.
- (iv) To carry at their own cost, all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchasers and shall not do or suffering to be done anything in or to the said Building in which the said Flat is situated or the said Flat which may be given by the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Purchasers committing any

act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

(v) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, wall, slabs or RCC, Partis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society.

(vi) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Building and/or the Project Property.

(vii) Dry and wet garbage shall be separated and the wet garbage in the said Building shall be treated separately on the same plant by the residents / occupants of the said Building.

(viii) To abide by the byelaws of the Society and/or any other rules and regulations of any authority.

(ix) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, their share of security deposit demanded by concerned local authority or Government for giving electricity or any other service connection to the said Building and/or the said Flat.

(x) 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



said Flat by the Purchaser viz. user for any purposes other than for residential purpose.

- (xi) To maintain the said Flat, the walls and partition walls, sewers, drains, pipes and appurtenances thereto in a good repair and condition and shall not do or suffer to be done anything in or to the said Flat, and/or common passages and/or the Common Areas and the Limited Common Areas in the said Building, which result in any nuisance/ destruction thereof and/or may be violative of the regulations framed by the Promoter/ Bye-laws of the Society /rules or bye-laws of the Maintenance Agency or by other public/ concerned authority and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- (xii) To remove any obstruction or nuisance that may be caused by the Purchasers in the said Flat/ said Building / Project Property, forthwith on being called upon to do so by the Promoter/ Society and in the event the Purchasers failing to remove the said obstruction/nuisance, it may be removed by the Promoter or Society at the costs and consequences of the concerned Society.
- (xiii) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchasers as set out in this Agreement (including in the recitals thereof). If the Purchasers neglect, omit or fail to pay for any reason whatsoever to the Promoter the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchasers shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 (fifteen) days from receipt of a written notice from the Promoter calling upon the Purchasers to make the said payment and/or comply with the said covenants and stipulations the Purchasers shall be liable to pay to the Promoter such compensation as may be reasonably determined by the Promoter and in the event of non-compliance by the Purchaser/s with the said notice, the Promoter shall be entitled to proceed against the Purchaser/s



in accordance with the terms of this Agreement and applicable provisions of law.

- (xiv) Not to do or omit, suffer or permit to be done any act, deed, matter or thing in relation to the Project Property and/or the said Building thereon or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardise the rights held by the Promoter and/or the FSI, layout plans, orders and/or permissions and sanctions pertaining to the Project Property or pertaining to common areas and to any other portion/s of the Project Property or which may in any manner cause any damage or injury to the rights/interest of the Promoter and/or the persons who have purchased/hold Flat/s, parking spaces and other spaces in the said Building.
- (xv) To conform to the terms and conditions of the N.O.C. issued by the Chief Fire Officer, in respect of the said Building.
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- (xvi) Not to put up or install box grills outside the windows of the said Flat or hang clothes or other installations or in any other manner do any other act which would in the opinion of the Promoter or Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
- (xvii) To maintain the external elevation of the said Building in the same form as constructed by the Promoter and in any manner whatsoever not to put up, under any circumstances, any construction.
- (xviii) To install air-conditioner/s only in the space/s provided in the said Flat for the same, if the Purchasers desire to install air-conditioner/s of a type which or any part, Flat or component of which will protrude/project substantially outside the said Flat, or be required to be affixed / installed outside the said Flat, the Purchasers shall install/ affix the same only after obtaining the Promoter' prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Promoter in respect of the same.



- (xix) After the possession of the said Premises are handed over to the Purchasers, due to any acts or omissions on the part of the Purchaser any notice(s)/summons are served by Local Authority or any other Statutory Authority, then in such event the Purchaser shall be liable to restore the said Flat and/or any part of the said Building to the same position as it was at the time of obtaining Occupation Certificate entirely at their own costs and expenses and the Promoter shall not be in any manner be liable or responsible for the same.
- (xx) The Purchaser shall not do or cause to be done any act or thing which may delay issue of a Building Completion Certificate.
- (xxi) The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other Flats in the said Building. However, it is clarified that this does not cast any obligation upon the Promoter to insure the said Building and/or the said Flat agreed to be sold to the Purchasers.
- (xxii) The Purchaser covenants and agrees not to utilize or access the refuge areas on the other floors of the said Building except in case of exigency.
- (xxiii) The Purchasers agree that they shall observe and perform all the rules, regulations and bye-laws of the Society 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 regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down in the Declaration, Deed of Apartment, Bye-laws, and any other rules made from time to time for the occupation and use of the said Flat in the said Building, the Common Areas and the Limited Common Areas appurtenant to the said Flat and shall pay and contribute regularly and punctually towards the



taxes, expenses or other outgoings in accordance with the terms of this Agreement for sale, Bye- laws of the Society, and any other rules made from time to time.

- (xxiv) The Purchasers agree that it shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the said Building or any part thereof with a view to examine the state and condition thereof and repair any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the said Flat or any other Flat/s, in the said Building, in respect whereof the purchaser/s or user or occupier of such Flat, as the case may be shall have committed default in payment of their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.

## 7. OTHER TERMS

- (i) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser towards the outgoing charges (Pass through charges Account).
- (ii) The Purchasers agree that the Promoter shall be entitled to receive the refund of IOD deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the Society, the Society shall be bound to pay over the same to the Promoter.
- (iii) The Promoter does hereby represent and warrant to the Purchasers as follows: -
- i. The Promoters development rights as regards the said Property are free and marketable.
  - ii. The approvals obtained by the Promoter are valid, binding and subsisting and no default has been committed thereunder by the Promoter.



- iii. The Promoter is entitled to develop the Project Property and construct the said Building thereon as set out in this Agreement.
- iv. To the best of the promoters' knowledge no notice has been received by the Society from the Central of State Government or any other body or authority for the acquisition or requisition of the Project Property or any part thereof.
- v. To the best of the promoters' knowledge there are no litigations or claims or proceedings affecting the said Property or otherwise affecting the rights of the Promoter for developing the said Property.
- vi. The Promoter has paid all income taxes, service taxes and other taxes and there are no disputes or proceedings pending this regard.
- vii. No winding up proceedings have been filed or are pending in respect of the Promoter. The Promoter is in a position to pay their debts as and when the same become due and payable.

**8. ADMISSION OF THE ALLOTTEE AS MEMBER OF SOCIETY:**

The Allottee along-with other Allottee(s) of Flats in the said New building shall be admitted as members of the Society, upon receipt of entrance fee and transfer fee as per Bye – Laws of the Society. The Allottee will not be liable to pay any donations or premiums to the Society for being admitted as members of the Society, save and except as provided in the MCS Act and prevailing Bye-Laws of the Society.

**9. FSI INCREASE**

It is agreed by the flat Allottee/s that if the Floor Space Index of the Project Property is increased due to change in the law or the



policies of the Government or local authorities, , then increase in Floor Space Index which is proportionate to the Floor Space Index utilized or consumed by the structure or structures to total Floor Space Index of the layout, before handing over possession of the Member's New Premises to the Existing Members of the Society, shall exclusively and absolutely belong to and shall be the property of the Promoter herein and/or its nominees and assigns as the case may be. The Promoter shall not be bound to obtain any consent or permission from the organization of flat Allottee/s in the said Property or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional Floor Space Index that may be available in respect of the said Property by whatever name called. The Allottees shall not be entitled to and shall not object to such development/s in any manner whatsoever. The Allottees and their permitted successors in title agree/s and undertakes not to demand and/or claim any compensation thereof in any manner whatsoever and further to grant his/her/their/its irrevocable consent in respect of the same and shall not be entitled to object to the same.

#### 10. LIMITED RIGHTS OF ALLOTEE:

- i. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold Flats / premises and other premises including car parking spaces in the said building shall at all times, be and remain as the absolute property of the Promoter, and the Promoter shall become members of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, transfer assign and let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee herein, nor the Society shall object to or dispute the same in any manner whatsoever. On the Promoter, as the case may be, intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold Flats, premises, etc.. the Society shall forthwith accept and admit such Allottee/s and acquirers as their member/s



and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in favour of such Allottee/s, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter be shall not be liable to pay maintenance charges for the unsold Flats to the Society save and except the municipal taxes with effect from receipt of occupation/completion certificate. The Promoter shall at its discretion pay the municipal property taxes, rate etc. in respect of unsold Premises / Flats / Flats directly to the BMC/MCGM. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Premises / Flats / Flats. Adequate provisions for the above shall be made in the said Documents of Transfer.

- ii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the Member's New Premises are handed over to the Members, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of Flats and premises as herein stated.
- iii. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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## 11. COSTS AND EXPENSES

- (i) The Purchaser shall pay the stamp duty and registration charges in respect of this Agreement. Each party to this transaction shall bear their own legal costs.
- (ii) All costs, charges and expenses, including legal fees, costs, charges and expenses in connection with the preparation and execution of the Declaration, the Bye-laws, Agreement for Sale and other deeds and documents, shall be borne, shared and paid by all the purchasers of Flats in the said Building in proportion to the respective carpet area of their respective Flats/premises and such contribution of the Purchasers towards such legal costs, charges and expenses, shall be paid by the Purchaser, without any delay or dispute.
- (iii) It is specifically agreed that in addition to above, the Purchasers alone shall be liable to pay and shall pay the stamp duty and Registration Charges payable on and in respect of the Agreement for Sale and other deeds and documents pertaining to the said Flat.
- (iv) All out of pocket costs, charges and expenses incidental to this Agreement and such documents required to be executed by the Promoter, or by the Purchasers pursuant to this Agreement shall be borne and paid by the Purchasers.

## 12. ENTIRE AGREEMENT

- (i) This Agreement constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement



fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.

- (ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project or the Project Property or any part thereof.

### 13. WAIVER

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

### 14. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

### 15. 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.



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**16. 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 Allottees, in Mumbai City, after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

**17. REGISTRATION UNDER REGISTRATION ACT, 1908**

The Purchasers and the Promoter shall present this Agreement as well as ancillary documents at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter and Purchasers will attend such office and admit execution thereof

**18. DISPUTE RESOLUTION**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**19. GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**20. RIGHT TO AMEND**

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

Handwritten signature or initials.



## 21. INDEMNIFICATION

Each Party ("**Indemnifying Party**") shall indemnify the other Party ("**Indemnified Party**") 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 Indemnified Party in connection with: (a) the enforcement of or the preservation of any rights of the other Party under this Agreement; (b) any breach and/ or default by the Indemnifying Party in the performance of any and/ or all of his / her/ its obligations under this agreement which is not rectified within a period of 30 (thirty) days from the date of receipt of notice from the Indemnified Party; (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 Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Indemnifying Party or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his / her / its control; (d) Indemnifying Party's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

## 22. NOTICES

All the notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by or under registered post A.D. at the address specified hereinabove.

## 23. TAXES

If, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be eligible to further taxes, either as a whole or in part or on any inputs or materials or equipment used or supplied in execution of or in connection with this transaction which are eligible to tax, the same shall be payable by the Purchasers along with other Purchasers on demand at any time.



Further, in case, any additional taxes become payable in future in respect of the transaction recorded under this agreement, the Purchaser shall be liable to pay the same in respect of payments already made and / or to be made in relation to the current transaction.

Any benefit arising out of set off available as a result of GST implementation, has been taken into account while arriving at the Flat price agreed in this agreement or appropriate benefit thereof shall be given to the Purchaser at the time of handing over the possession.

24. This Agreement shall be subject to the provisions of RERA, MOFA, the MAO Act and the rules made thereunder.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

*(description of the said Property)*

All that piece and parcel of land bearing C.T.S. No. 199 admeasuring 3445.90 sq. mtrs. or thereabouts together with the building known as Gurukripa (having 42 Flat Owners) then standing thereon (now demolished), situated at Sindhi Immigrants Cooperative Housing Society Ltd., Chembur, Mumbai 400071, in the Registration District and Sub-District of Mumbai Suburban, falling within M Ward of Brihanmumbai Mahanagarpalika and bounded as under:

On or towards the North : By road  
On or towards the South : By Luv Kush Tower  
On or towards the East : By CTS 198  
On or towards the West : By road

**THE SECOND SCHEDULE REFERRED TO HEREINABOVE**

*(description of the said Flat)*

All that residential flat premises being Flat No..... on the ..... Floor of the building "Guru Kripa" situated on Plot bearing CTS No. 199, Sindhi Co-operative Housing Society Ltd., Chembur, Mumbai 400 071 and more particularly mentioned in the First Schedule mentioned hereinabove.



## **THE THIRD SCHEDULE REFERRED TO HEREINABOVE**

*(Description of the Flat Amenities and Common Areas)*

### **Frames**

- ✓ Main Door – Wooden Frame
- ✓ Bedroom Door – Wooden Frame
- ✓ Bathroom/WC – Granite Frames
- ✓ Kitchen Entrance -Granite Frames.

### **Doors**

- ✓ All Rooms Doors – Laminated Flush Doors
- ✓ Toilet Doors – Water proof flush doors with good quality laminations on both sides and fittings.

### **Windows**

- ✓ Window sills – Double Granite/Marble sills on all four sides of the windows.
- ✓ Anodized aluminum sliding windows in ¾ series so that 75% of total window area is open.
- ✓ Full size window with transparent glass in all rooms, so that 75% of total window area is open.

### **Walls**

- ✓ 9" thick wall in external wall
- ✓ 4" thick internal bricks wall with cement mortar finished plaster.

### **Flooring**

- ✓ Wall to wall vitrified/ Granamite flooring of 2' x 2' in entire flat with 3" skirting.
- ✓ Ceramic tiles in Kitchen.
- ✓ Anti-skid tiles in Bathroom and Toilet.

### **Wall tiles**

- ✓ Glazed wall tiles in Kitchen – up to ceiling height above platform.
- ✓ Bath and WC – up to ceiling height glazed tiles.

### **Ceiling**

- ✓ POP in Living Room.
- ✓ POP finish in other rooms.



### **Paints**

- ✓ External paint – Cement/Tex or equivalent water proof paint.
- ✓ Internal paint – Acrylic paint finishes over POP finish surfaces.
- ✓ Ceiling – Acrylic paint finishes over POP finish surfaces.

### **Kitchen**

- ✓ Granite kitchen platform.
- ✓ Sink: Stainless steel.
- ✓ Glazed tiles dado upto ceiling height with granite partition.
- ✓ Exhaust fan.
- ✓ Mahanagar Gas facilities (subject to approval)

### **Bathroom and toilet facilities**

- ✓ Fittings - Jaguar or equivalent fittings.
- ✓ Designer coloured glazed/ ceramic tiles dado upto ceiling height in all Toilets/Bathrooms.
- ✓ Hot and cold-water mixer for shower areas.
- ✓ Pillar cock for basins.
- ✓ Instant geysers in bathroom.
- ✓ Loft above WC & Bath.

### **Water tank and plumbing**

- ✓ RCC Underground and Overhead water storage tanks of required capacity (MCGM) norms.
- ✓ Concealed GI Plumbing of "C" grade with branded fittings and sanitaryware.
- ✓ All plumbing fitting shall be of reputed makes.

### **Electricals**

- ✓ Concealed copper wiring.
- ✓ MCB (Miniature Circuit Breaker) & ELCB Provisions in each flat.
- ✓ Modular switches of reputed brand.
- ✓ Adequate provision for Electric points shall be provided.
- ✓ All Bedrooms shall be provided with A.C. points.
- ✓ Cable TV points in all rooms.
- ✓ Telephone points in all rooms.



### **ICE – Internet Communication and Entertainment**

- ✓ Broadband enabled telephone point in Living Room.
- ✓ Intercom connection in all flats.
- ✓ Cable point in living room and master bedroom.

### **Security: Videocon**

- ✓ Video door phone for security (B/W – Zicom or equivalent)
- ✓ High compound wall with gated entrance and exit.

### **Social Amenities**

- ✓ Children play area.
- ✓ Community hall.
- ✓ Society office with toilet arrangement and basic furniture.
- ✓ Landscape garden areas.
- ✓ Servant cum driver's toilets in ground level (for hygiene and utility)
- ✓ Security cabin at main gate.
- ✓ (All social amenities are free of FSI and are subject to approval Municipal Authorities)

### **Common Project Facilities**

- ✓ Well decorated entrance lobby equipped with security desk.
- ✓ Decorative compound wall and imposing iron main gates for entry and exit.
- ✓ Chequered tiles in entire compound area.
- ✓ Fire fighting systems as per the MCGM norms and guidelines in each wing.
- ✓ Anti-termite treatment for the entire building.
- ✓ Adequate lights in staircase and common areas.

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**SIGNED, SEALED & DELIVERED** by the  
Within named "Promoter"  
**Inspira Realty & Infra Pvt. Ltd.**  
by its Director, Mr. [•]  
pursuant to resolutions passed at the meeting  
of its Board of Directors held on [•],

in the presence of:

- 1.
- 2.



**SIGNED AND DELIVERED** by the  
Within named "Purchasers/Allottees",

1,

2,

in the presence of:

- 1.
- 2.

**RECEIPT**

**RECEIVED** of and from the Purchasers/ Allottees abovenamed, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards the part-payment of the Consideration (including TDS amount) payable by the Purchasers to the Promoter as within mentioned in the following manner;

Cheque No.	Date	Amount	Bank	Branch
TDS				
<b>TOTAL</b>				

We say Received



  
(Promoter)

**WITNESSES:**

- 1.
  
  
- 2.