LLPIN : AAB-1914
SOMAN
SONS NIRMAAN LLP
Continued Legacy

Off : Ground floor, SNE Bldg, Vadavli Section, Nr Shiv Sena office, Ambernath East, Dist Thane, Maharashtra - 421 501
Site : Sai Section, Opp Suryoday Udyan, Ambernath East, Dist Thane, Maharashtra - 421 501

Date : 05-11-2024

To
Maharashtra Real Estate Regulatory Authority
Housefin Bhavan, Plot No. C-21
E Block, Bandra Kurla Complex,
Bandra East, Mumbai 400 051

Addition

2. The Allottee hereby agrees to purchase from the Owner Promoter flat in the building known as "**AVIVA**" , **Wing 'B'** to be constructed by the Owner Promoter and the said premises being flat no._____ in **'AVIVA' Wing 'B'** on the_____ Floor, admeasuring_____Sq. ft. (Rera carpet Area) along with Carpet area of F.B/ E.P. _____ sq. ft., Carpet area of balcony/s _____ sq. ft, along with or without car parking space/s stack/puzzle at podium level parking or in tower parking (to be allotted later) shown in ____ Colour boundary lines on the floor plan annexed hereto as **Annexure "5"**; for a total consideration of Rs. _____ (_____ Only) inclusive of the proportionate price of the common area and facilities appurtenant to the said premises the nature, extent, and description of the common areas and common facilities which are more particularly described in the list hereto annexed as list of amenities that will be provided in the flat and marked as **Annexure "6".** For the purpose of this Agreement, the

carpet area of the said flat is as defined under the Real Estate (Regulation and Development) Act, 2016 (RERA). The said Flat is more particularly described under **Schedule "C".**

It is expressly agreed that the Allottee shall be entitled to the restricted common areas and facilities along with the said premise. The nature, extent and description of such restricted common areas and facilities and percentage of undivided interest which the Allottee will enjoy in the restricted common areas and facilities appurtenant to the said premise is set out in the **Schedule B** hereunder written.

It is expressly agreed that the Allottee shall be entitled to the common areas and facilities along with the said Flat. The nature, extent and description of such common areas and facilities which the Allottee will enjoy in the common areas and facilities appurtenant to the said Flat is set out in the Schedule list annexed to **Annexure "6".** Save and except the common areas mentioned by the Owner Promoter will be entitled to declare any other area as a common area at their own discretion

Time is an essence of contract, for the Owner Promoter as well as the Allottee. The Owner Promoter shall abide by the time schedule for completing the said Project and offering possession of the said premise to the Allottee after receiving the Occupancy Certificate from the Town Planning Authority of Ambernath Municipal Council. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meeting the other obligations under this Agreement.

It is expressly agreed between the Parties hereto that, till all the amounts payable by the Allottee to the Owner Promoter is paid and until all the obligations required to be performed by the Allottee is/are complied with, nothing contained in this Agreement is intended to be nor shall be construed as sell and transfer in law in respect of the said premise.

The Allottee declares that he is not interested and do not intend to have any allotment of parking slot / spaces in the layout / scheme of construction.

The Allottee hereby agrees to pay to that Promoter the said balance amount in following manner: -

S. No	Stage of Progress	% Due	Amount (Rs)
1	At Booking	10%	
2	At Plinth	6%	
3	Stilt Slab	6%	
4	At Podium 1	6%	
5	At Podium 2	6%	
6	Cast of 1st Slab	4%	
7	Cast of 2nd Slab	4%	
8	Cast of 3rd Slab	4%	
9	Cast of 4th Slab	4%	
10	Cast of 5th Slab	4%	
11	Cast of 6th Slab	4%	
12	Cast of 7th Slab	4%	
13	Cast of 8th Slab	4%	
14	Cast of 9th Slab	4%	
15	Cast of 10th Slab	4%	
16	Cast of 11th Slab	4%	
17	Cast of 12th Slab	4%	
18	Cast of 13th Slab	4%	
19	Cast of 14th Slab	4%	

20	Cast of 15th Part Slab	2%	
21	Start of Plastering	2%	
22	Start of Painting	2%	
23	Obtaining Occupation Certificate	2%	
24	Possession & Handing Over	2%	
	TOTAL →	100%	

An additional amount of Rs. _____ as ad-hoc maintenance charges and an amount of Rs. _____ as Society formation charges shall be paid along with the GST / applicable taxes by the Allottee to the Owner Promoter as and when demanded by the Owner Promoter.

It is hereby agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS, Email and this will be sufficient discharge to the Promoters.

The Allottee is aware that the he has to deduct the applicable Tax Deduction at Source (TDS)@ 1% from each installment payable by the him at the time of making of actual payment or credit of such sum to the account of the Owner Promoter or on execution of flat agreement as lump sum, whichever is earlier as per Income Tax Act, 1961, Further, the Allottee shall furnish/submit to the Owner Promoter in form 16B along with the copy of Challan of form 26QB original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in respect of such tax and the Owner Promoter shall not be liable for any statutory obligations / liability for non- payment of such TDS.

The Allottee authorize/s the Owner Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Owner Promoter may in its sole discretion deem fit and the Allottee undertake/s not to object/demand/direct the Owner Promoter to adjust his/her/their payments in any manner.

On a written demand being made by the Owner Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Owner Promoter, within 10 (Ten) days of the Owner Promoter sending the written demand, without any delay, demur or default.

3.2 Additions:

The Allottee agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Allottee/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof.

In case the Allottee entered into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse / pay all such amounts due and

payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Allottee to the Promoter under this Agreement.

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner.

4.

Addition

and the Promoters will have the sole and absolute right to use, utilise, sell and transfer the generated floor space index and / or any unconsumed floor space index to any intending person as the case may be and / or to utilise the same on the property as permitted by the Ambarnath Municipal Council.

4.3. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoters shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

4.4. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoters

and Allottee/s herein terminated as stated in sub-paragraph herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

6.

Addition

The Owner Promoter shall (subject to force majeure clause mentioned in clause 6 above), offer possession of the said premises to the Allottee on or before End of December 2029 for Wing "A" known as AMARA / on or before End of December 2028 for Wing "B" known as AVIVA / on or before End of December 2029 for Villa/s Nos. V1 to V8 i.e. after procuring full Occupation Certificate (OC), from The Town Planning Authority, Ambernath Municipal Council or any other competent authority in respect of the said Building. PROVIDED HOWEVER the Owner Promoter shall have received from the Allottee the total/ full Consideration and other amounts due and payable by the Allottee to the Owner Promoter under these presents in respect of the said Flat/ and have also furnished Certificate(s)for Tax Deducted at Source to the Owner Promoter.

The Owner Promoter shall after procure the OC from Ambernath Municipal Council in respect of the said New Building, and offer possession of the said Flat by giving 10 days written notice to the Allottee inter alia informing him/her/them that the said Flat is ready for use after receiving OC in respect of the said Building. The

Allottee shall be deemed to have taken possession of the said Flat on expiry of such notice period.

If the Owner Promoter is not able to offer possession of the said Flat to the Allottee on the said Possession Date on account of any reasonable cause or circumstances beyond their control as mentioned in clause 11 below, the Allottee shall not be entitled to any damages/ compensation and or interest from the Owner Promoter whatsoever however Purchaser shall be entitled to remedies available under the said Act and Clause No. 11 of the present Agreement.

7.4.

Addition

which pertains to defect in workmanship on the part of the Promoters and there shall be no compensation in the defect liability period due to wear and tear as well as any alterations, modifications and changes made by the Purchasers in the said premises.

14.

modify-

iii) Except the pending litigation bearing 594/2010 in Bombay High court, there are no litigations pending before any Court of law with respect to the project land or Project;

15.

Addition

ix) and no objection therefore is sought by the purchaser from the Promoter for such transfer and assignment till the formation of the Society or the Limited Company as the case may be.

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

xiv) The Allottee hereby agree that in the event of payment of any amount by way of premium to the Municipal Council or to the state government for betterment charges, development tax or any such tax or payment of a similar nature becoming payable by the Owner Promoter in respect of the said building/s the same shall be reimbursed by the Allottee in proportion to the area of the said premises agreed to be purchased by the Allottee compared to the area of the whole building and in determining such amount the decision of the Owner Promoter shall be conclusive and binding upon the Allottee.

xv) The Allottee will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expense and in such manner as he/she/they may deem fit and proper PROVIDED HOWEVER that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Owner Promoter and all other concerned authorities, if required;

xvi) PROVIDED FURTHER that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat/premises nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work like RCC Columns, beams and slabs of the said Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of Municipal Council or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building NOTWITHSTANDING anything to the contrary contained herein, the Allottee do/doth hereby agrees and undertake/s not to change or alter the location of any of the kitchen/bathrooms/toilets or make changes in drainage and sewage system in the said Flat. The Allottee shall not break/repair/ store heavy object/s in the toilets, bathroom, balcony area, flowerbed and the planter area provided in the said Flat/Shop. In case, the Allottee desire/s to renovate the toilets, bathrooms and balcony area, the Allottee with prior written permission of the Owner Promoter /Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/ bathroom/ balconies. In case of any leakage from the said premise to the premise below the Allottee shall be totally responsible to rectify the same and bear all the costs for the same. The Allottee do/doth hereby indemnify and shall keep indemnified the Owner Promoter at all times against all actions, claims and demands

of whatsoever nature taken or made by the Municipal Council /Council and/or by the State Government and/or by any other authority in respect of the said Flat or the said Building as a whole or by reason or as a result of anything done by the Allottee in or with regard to the said Flat or the said Building or any part thereof;

xvii) The Allottee shall be entitled to use the lifts in the said New Building PROVIDED HOWEVER all the persons using the lifts shall travel, run and maintain it at their own risk and responsibility at all times. The Allottee shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Allottee shall not cause any damage to the lifts, staircases, common passages, refuge area or any other parts of the said Building on the said Property;

xviii) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, admit or allow as an assignment in law of the said premises or of the said plot of building or any part thereof. The Allottee shall have no claim and shall not in any way encroach upon the open areas save and except in respect of the said premises hereby agreed to be sold to them and all open space, parking space, lobbies, staircase, terrace, etc. will remain property of the Owner Promoter until the said land and the said building is transferred to the society as herein before mentioned.

xix) Allottee agree and undertake that they shall never make any

additions/alterations to the external walls of the said Flat or the building/s in any manner whatsoever.

xx) Allottee shall on completion of work verify and go through the various NOC's like Fire NOC, Railway NoC, the Car-Parking systems (if installation is completed), Lifts, car lifts usage literature and conditions before taking over the possession of the said flat from the Owner Promoter. The electricity Meters installation procedure shall commence after seeking the OCC. That Purchaser shall observe, perform and comply with all the terms and conditions mentioned in the NOCs and the sanctioned plan by Ambarnath Municipal Council / Competent authority during CC or OC along with the stipulations as laid by all other concerned departments and ensure that the same are not defaulted at any time during the subsistence of the said Agreement.

Addition

19. THE Allottee/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the Allottee/s.

20. The Owner Promoter has disclosed that they have obtained the construction loan from State Bank of India in terms of the letter of sanction dated ***SMEG/RMRE/2024-25/ADV/297 dated 10th October 2024*** and executed a Deed of Mortgage in favour of the said State Bank of India on ***04-11-2024 and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar – 3 under serial No. 13257/2024*** and in terms of the said mortgage deed the Owner Promoter agree and undertake to comply with the terms of sanction, repayment of installments, dues and interest thereon and

as part of such arrangement, the purchasers of the flats/units of the buildings shall be required to deposit the payments in designated account/s as may be specified by such bank and/or institution and the Owner Promoter undertake to clear the aforesaid mortgage amount along with the interest, dues and charges thereof and clear the said charge or encumbrances as per the terms of the said deed and in any event prior to the execution and registration of the Deed/s of Transfer and the Owner Promoter shall indemnify and keep the Allottee fully indemnified against all claims of any nature whatsoever that may be made against the purchaser by virtue of any encumbrances created as aforesaid and shall also obtain the requisite no objection certificate for sale of the flat in favour of the Allotee herein and further also the Promoters has brought to the notice and knowledge of the Allottee/s that during the course of construction / development, the Promoters will avail and procure additional financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the Allottee/s is/are aware of the same and the Allottee/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the Allottee under this agreement. The Allottee/s further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoters. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Allottee/s under this agreement.

21. The Promoters have also brought to the clear notice and knowledge of the Allottee/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the promoters shall safeguard and protect the right and interest of the flat Allottee/s herein in respect of the flat agreement to be acquired by him and the Allottee/s is aware of the same.

22. Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Allottee/s that it shall be at the sole and absolute discretion of the Promoters:

i. To transfer/ cause the Owner Promoter to transfer the building along with the land on which the said building has been constructed over the said Property by way of Conveyance Deed, in favor of such Society or Limited Company or Condominium or Federation any other Association only after the entire project is completed and, in the manner, they deem fit and proper;

ii. To form and register separate or independent Societies or Apex Body /Federation in respect of said Building in the manner they deem fit and proper;

iii. To cause the Owner Promoter to assign or transfer such appurtenant land if any, along with Conveyance and/or other documents for transfer of the said Building with the land over which the said building has been constructed;

iv. Decide and determine how and in what manner the infrastructure including the Common Utility Areas may be transferred and/or assigned;

v. To Provide for and incorporate covenants and restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities;

vi. Till execution of the conveyance in respect of the said Plot together with New Buildings and villas to be constructed thereon in favor of the said Organization. However, the Allottee shall be entitled to install the dish antenna on the common terrace and for the said purpose enter upon the terrace to install and/or repair the same with or without workman at all reasonable times or during such times as mutually agreed upon. However, the common areas and the terrace shall be covered partly / wholly by solar panels (as stipulated by the concerned Authority.

vii. The Allottee do/doth hereby agree/s that in the event any amount by way of premium or security deposit or betterment charges or development charges or tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature is or shall become payable to the Municipal Council or to the State Government and/or any other Concerned Authorities the same shall be paid by the Allottee to the Owner Promoter in proportion to the area of the said Flat and in determining such amount the discretion of the Owner Promoter shall be conclusive and binding on the Allottee.

viii. there shall be consumption of additional floor space index on the sanctioned buildings as may be permitted by the Ambarnath Municipal Council from time to time.

ix. a policy for formation of Federation of both the societies shall be formed initiated and due process of law will be followed.

x. each society on its completion and grant of building occupation certificate will be liable and responsible to maintain their maintenances, overheads, repairs and other day to day expenses in respect of their building.

xi. the expenses of common amenities, infrastructural and recreational facilities shall be borne in common by the said two societies or the Federation of both the societies as the case may be,

xii. the conveyance and ultimate transfer of the land and the buildings along with the common infrastructural, recreational facilities and amenities will be executed and registered in favour of such societies or corporate body and / or the Federation as the case may be.

xiii. to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

xiv. to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.

xv. to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

xvi. to decide from time to time when and what sort of document of transfer should be executed.

xvii. to execute the conveyance of the said property taking into consideration the deduction of areas not in possession, area

affected by road and that the transfer of land thereto will not be equivalent to the floor space index consumed in the construction of the buildings situated on the such portion of land conveyed in favour of the cooperative housing society or condominium of apartment owners or any corporate body.

and the Allottee/s has/have clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

23. It is agreed and understood between the parties that :

i. The Owner Promoter has a right to utilize and consume additional Floor Space Index available or Transferable Development Rights within the Municipal Council rules and regulation on the said plot of land make addition and alteration to raise additional storey/s or structure at any time as may be permitted by the Municipal Council or other local authority and such addition and additional structure or storey/s shall be sole property of the Owner Promoter and they shall be entitled to deal with or dispose it off in any manner that may deem fit and even after registration of the society or limited company , the Allottee hereby agrees that they will give all necessary facility/s, support and fully co–operate with the Owner Promoter to make addition and alteration and / or to raise additional storey/s or structure in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Allottee hereby further agree that in the event after being admitted as a member of the said society, they have given irrevocable consent to the Owner Promoter and full facility, assistance and co–operation to enable the Owner Promoter to make the said addition and alteration and/or raise additional storey/s or structures complete and fit for occupation in all respect and for the aforesaid purpose the Owner Promoter shall

be entitled to utilize and or make connection from all water pipelines and storage tanks, sewerage and drainage pipelines, electric lines and other convenience and amenities which may be constructed by the Owner Promoter and the Allottee hereby agree to grant their irrevocable and express consent to the same and shall not raise any objection of whatsoever nature.

ii. The Allottee hereby grant their irrevocable power and consent to the Owner Promoter and agree: -

(a) They shall not raise any objection or interfere with Owner Promoter rights reserved hereunder.

(b) To execute, if any further or other writing, document, consents etc. as required from time to time.

(c) To do other acts, deeds, things and matters which the Owner Promoter in their absolute discretion deem fit for putting into complete effect the provision of this Agreement. The aforesaid consent and irrevocable Power shall remain valid and subsisting in full force even after possession of the said premises is handed over to the Allottee and /or possession of the said property is handed over to the society or corporate body.

iii. It is specifically and explicitly agreed by and between the parties hereto that if in future the development control rules are amended and higher potential or Floor Space Index is available on the said property more particularly described in the Schedule A and B hereunder written the same shall be utilized by the Owner Promoter. Even after formation and the registration of the society or limited company or organization and after the conveyance is executed in favor of the society or limited company or organization, even at such time the allottees/ members of society or limited company shall not take any objection. The Owner Promoter reserves their rights to utilize said increased or higher

potentials or Floor Space Index as may be applicable from time to time,

iv. It is specifically agreed by and between the parties hereto that the Owner Promoter shall be at liberty to sell an open terrace attached to the one flat or more, the Allottee shall not object to the same. The said open terrace attached with the flat is exclusive property of the Allottee, even after formation and registration of the society or limited company; the society or limited company will not claim any right, title upon the said open terrace as a common terrace of the society or limited company.

v. The Owner Promoter shall, in respect of any amount payable by the Allottee under the terms and condition of this Agreement and which remain to be paid by the Allottee on its respective due dates have first lien and charges on the said premises agreed to be acquired by the Allottee.

vi. The Allottee of the flat in Wing A and Wing B hereby agree and undertake to become member of the Co-operative Housing Society Limited (as and when formed) and also agree to sign and execute application/s for the registration of the society as needed from time to time and duly fill in and sign them and return the same within a reasonable time from the receipt of the same being forwarded by the Owner Promoter to the Allottee, except if changes or modification are made in the draft bye laws as may be required by the Registrar of Co-op. Societies or other competent authorities as the case may be. The Allottee shall be bound from time to time to sign all papers and documents and to complete the documentation process in all means so as to do all the things as the Owner Promoter may require from time to time for safeguarding the interest of the Owner Promoter and other Allottee of the different premises in the said building. Failure to comply with the provision of this clause will render this Agreement

ipso facto come to an end and the earnest money deposit and other monies paid by the Allottee shall be refunded by the Owner Promoter to the Allottee.

vii. The Allottee of the Villa shall not be the member of the Co-operative Housing Society Limited, however, the Villa along with the land underneath it along with the rights in common facilities and amenities shall be transferred and conveyed to the Allottee of the Villa Purchaser by and under separate Deed of Transfer.

viii. After the possession of the said premises is handed over to the Allottee, if any addition or alteration to any part of the flat /unit or building in which the flat/unit is situated or relating to the said building are made thereafter if any correction or de-erection/ de-installation of the same is required to be carried out in the building as per the instruction / order / notice of any semi-government, government, Municipal or any statutory authority the same shall be carried out by the Allottee in their said premises in the said building at their own risks, costs and consequences. The Owner Promoter shall not in any manner be liable and responsible for the same.

ix. The Allottee shall at no time demand partition of their interest in the flat in the said building. It is agreed and declared by the Owner Promoter that their interest in the said building is impartible and it is agreed that the Owner Promoter shall not be liable to execute any document in that connection in respect of the said premises in favor of the Allottee.

x. The Purchaser agrees and accepts that if the RERA carpet area of the premises is found to be less up to 3% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and the Owner Promoter shall not compensate in any form for such reduced area. Similarly, if the carpet area of the premises is found to be

more up to 3% for whatsoever reason, the Purchaser shall not complain for the said increase. The Purchaser will accept such increased area and shall pay proportionately for such increased area at the market rate prevalent at the time of taking possession.

xi. The Allottee hereby nominate/s the person identified and named ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Owner Promoter shall only recognize the Nominee or the nominee's substituted by the Allottee (if such substitution has been intimated to the Owner Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

xii. Any refundable deposit which the Owner Promoter shall have to pay to AMC (Ambernath Municipal Council) or any concerned authorities in relation to the development of the said Property in the name of the Owner Promoter, the Owner Promoter alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Owner Promoter to obtain the same, the Allottee and the Organization shall sign all the writings, applications etc. as may be required by the Owner Promoter. In the event, any of such deposits is refunded directly to the Allottee or the Organization by such

authorities, the Allottee or the society shall reimburse the same to the Owner Promoter.

xiii. The Owner Promoter shall not be responsible for the consequences arising out of change in the law or change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.

24. It is clearly brought to the notice of the Allottee and the Allottee/s is/are made aware that Government may impose certain taxes and levies in future and therefore the Allottee/s herein is/are entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Allottee/s agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Allottee/s, then the Allottee/s shall refund and reimburse the same to the Promoters on demand.

25. It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

25. The Promoters has/have clearly brought to the notice and knowledge of the Allottee/s that there will be changes,

modifications, further expansions of the scheme of construction and the Allottee/s has/ have clearly understood the same and in confirmation the Allottee shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter/s herein.

36. **Stamp Duty and Registration and statutory taxes and levies** :-

(i) All costs, charges and expenses in connection with the formation and registration of the Co-op. Society as well as the costs of preparing, engrossing, stamping and registering all the agreements or any other documents required and executed by the Owner Promoter or the Allottee as well as the entire professional costs of Advocate of the Owner Promoter in preparing and approving such documents shall be borne and paid proportionally by all the Allottee or holder of the premises in the said building including the Allottee herein and the proportionate share of the Allottee shall be such amount as may be fixed by the Owner Promoter in this respect will be final and binding on the Allottee. The Owner Promoter shall not be liable to contribute anything towards such costs, charges, expenses and proportionate share of such costs, charges and expenses payable by the Allottee shall be paid by them to the Owner Promoter immediately on demand.

(ii) All costs, charges and expenses including registration charges of this Agreement shall be borne and paid by the Allottee. The Allottee are fully aware of the provisions of the amended Maharashtra Stamp act, which comes into force with effect from time to time. If the stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority the same shall be borne and paid by the Allottee alone including

the penalty if any. The Owner Promoter shall not be liable to contribute anything towards the said increment in registration or stamp duty and / or penalty. The Allottee shall indemnify the Owner Promoter against any claim from the said stamp authority or other concerned revenue authorities from any such deficits or short comings in the stamp duty paid by the authorities in connection with the said premises. The Allottee shall also fully reimburse the expenses that may be required to be incurred by the Owner Promoter in consequences there upon in case of any legal proceedings that may be instituted by the authorities concerned against the Owner Promoter for non-payment and / or under payment of stamps duty by the Allottee in connection with the said premises.

For M/s. **SOMAN SONS NIRMAAN LLP**

through its Partner

KISHORE SOMAN MADATHINGAL