P

AGREEEMENT FOR SALE

THIS AGREEMENT made at Mumbai this_____day of_____**2022.**

BETWEEN

M/S. NASAR ASSOCIATES, by its Proprietor Shri. S. G. Nasar out their business at C- 1, Prashal C.H.S.L., Sant Janabai Road, Vile Parle (E), Mumbai–400 057, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members for Joint Venture and their respective heirs, executors, administrators and assigns) of the One Part

AND

Mr._____having their address at _____. hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context ormeaning thereof be deemed to mean and include [his/her/their heirs, executors, administrators]/[the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner]/[its successors] and permitted assigns) of the Other Part.

WHEREAS:

a. By a Deed of Conveyance dated 31st March 1989 registered with the Sub Registrar of Assurance at Mumbai under serial no. TBBJ1576 of 1989 executed between (1) Smt. Bhimbai Narayan Mali, (2) Shri. Parshuram Narayan Mali, (3) Shri. Damodar Narayan Mali, (4) Shri. Raghunath Deoji Mali, (5) Shri. Kumar Deoji Mali and (6) Smt. Lata Chandrakant Mahtre through their common Constituted Attorney Shri. Babubhai Hiralal Sheth therein referred to as the "Vendors" of the FIRST PART and M/s. Pranam Construction Company a Partnership Firm therein referred to as the "Confirming Party" of the SECOND PART and (1) Shri. Babubhai Hiralal Sheth, (2) Shri. Bhawanji Ravji Cheeda, (3) Shri. Narendra Chhatrabhuj Doshi, (4) Shri Nanji Doongershi Gala and (5) Shri. Jayesh Chimnlal Doshi 6) Captain Sanjay Dattaram Chaudhari, (7) Smt. Rita Mukesh Chheda and (8) Shri. Pravinchandra Babubhai Sheth the partners under a deed of partnership incorporated on 31st day of December 1988 under the firm name and styled of M/s. Pranam Developers therein referred to as the "Purchasers" of the THIRD PART (Owners) purchased and acquired right title and interest in land admeasuring 30,000 sq. yards bearing CTS No. 418, 418/1 to 10, 419/A, Survey no.32 at Village Eksar Taluka- Borivali, Mumbai Suburban District- Borivali, Mumbai.

b. The aforesaid property was submitted under town planning scheme of TPS III Borivali, Mumbai sanctioned by the Government and the TPS Authority divided the same into different plots being Final Plot nos. 480, 481 & 482 of TPS Borivali III.

c. By virtue of a Development Agreement dated 21.02.2007 executed between Pranam Developers and Nasar Associates, the said Nasar Associates have developed a part of the aforesaid property being land and structure standing thereon, bearing F.P. No. 480 admeasuring 117160 sq. mtrs situate at Village Eksar, Borivali, Taluka Borivali, Mumbai Suburban by constructing Building no. 1 as per the plan sanctioned by MCGM and have obtained Occupation Certificate dated 29.09.2016 for Wings A, B and C. The said Nasar Associates and Pranam Developers have sold flats on ownership basis to various flat purchasers and have formed and registered a Co-operative Housing Society known as Satyam Shivam Sundaram Cooperative Housing Society Ltd. However, the Conveyance thereof has not yet been executed.

d. Pranam Developers have also developed another portion of the aforesaid property admeasuring 2752.50 sq.mtrs. by constructing the building known as "Deepshal" (Building No. 2) in accordance with the plan sanctioned by the MCGM but has not obtained Occupation Certificate in respect of the said building. Pranam Developers have sold various premises in "Deepshal" building on ownership basis for residential and commercial use to various persons. They have formed and registered the society known as "Deepshal Co-operative Housing Society Ltd." However, Conveyance has not been executed in favour of the Society.

e. The said Pranam developers had submitted a proposal for amalgamation of Final Plot Nos. 480, 481 & 482 TPS III, Borivali and also for revised shape of layout open space and the Municipal Commissioner/Deputy Chief Engineer Building proposal (Western Suburbs) II vide letter dated 18th March, 2009 bearing reference no. CHE/2000/13P (WS)/LOR has approved the said layout property subject to variation in T.P. scheme.

f. After amalgamation Pranam Developers has Proposed to construct one more wing/building on the aforesaid property by loading TDR etc. being Wing D of Building No.1. Accordingly Pranam Developers entered into a Development Agreement dated 19.12.2009 duly registered with Sub-Registrar of Assurances at Borivali at Sr. no. BDR-10-11764-2009 on 30.12.2009 with the said Nasar Associates in respect of additional Building/ "D" wing of building No.1 at land bearing Final Plot Nos. 480, 481, 482 and CTS No. 419/E & 417/E area admeasuring 1200 sq.mtrs situate at Village Eksar, Borivali, Taluka- Borivali, Mumbai Suburban District.

g. In pursuance to the aforesaid Development Agreement, the Pranam Developer has made and executed Power of Attorney dated 19.12.2009 duly registered with Sub-Registrar of Assurances at Borivali at Sr. no. BDR-10-11765-2009 on 30.12.2009 in favour of M/s. NASAR ASSOCIATES and by its proprietor Mr. Syed Ghazali Nasar in respect
of the said property.

h. Pursuant to the said Development Agreement dated 19.2.2009, M/s. Nasar Associates prepared plans and submitted the same to M.C.G.M. and obtained IOD bearing no. CHE/7706/BP(WS)/AR dated 30th March, 2016 and amended of plan dated 3rd August, 2021 of building no 1 in the layout and as per the said approved plan the percentage rights entitlement including the layout R.G. of Building No.1 consisting A,B,C,D has been ascertained as 29.86% and Building No. 2 (Deepshal) consisting A,B,C,D is ascertained as 70.14% and the same has been approved and confirmed by the Competent Authority/ M.C.G.M has issued commencement certificate on dated 13.08.2021 D wing .

i. The Developer has informed the Purchaser that by Re-Development Agreement dated 08.12.2021 duly registered with Sub- Registrar of Assurances at Borivali at Sr. No. BRL-7/9465/2021 on 10th December, 2021 executed between M/s. Pranam Developers therein referred to as the Owners/ First Part and Deepshal Co-operative Housing Society Ltd., therein referred to as the Society/ Second Part and M/s. Nassar Associates therein referred to as the Confirming Party/ Third Part and M/s. Sun Sumit Ventures therein referred to as the Developers/ Fourth Part and the members of the said Society, the said Society and its members have granted re-development rights to M/s Sun Sumit Venture in respect of all that piece or parcel of proportionate land including Layout RG (70.14%) being part of Final Plot No. 480,481 and 482 TPS Borivali – III corresponding to CTS Nos. 418,418/1 to 10, 419/A of Village Eksar, Borivali, Taluka-Borivali, Mumbai Suburban District, Mumbai admeasuring 4615.10 sq.mts. along-with building known as Deepshal Co-operative Housing Society building no 2 in the layout.The development of Building No-2 is the seprate Re-development and purchaser has no objection for the same.

j. The Developer has appointed 'S. S. Nadkarni & Associates' as Architect and Mr. Hiren Tanna as Structural Engineer for the preparation of the structural design and drawings of the said Building, and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Building;

k. Advocate Mr. Rishi Mishra has issued Title Certificate of this development on dated 16th July 2019, copy is annexed hereto and **marked as Annexure-2.**

l. The said Building has been registered as a real estate project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA"), with the MahaRERA Authority under No. P51800021865 of "D" Wing Building No-1 of Ground + 9. Copy of the RERA registration certificate is annexed hereto and **marked as Annexure-3.**

m. The Developer has availed Construction Finance from **AU SMALL FINANCE BANK LIMITED** upon the sanctioned terms and conditions for which they have created charge on Property being Project known as "D Wing Building No. 1" (bearing MAHA RERA Registration No. P51800021865) ("Said Project"/ "Said Building") to be/ being constructed on a portion of all that piece and parcel of freehold land bearing Final Plot Nos. 480, 481, & 482 corresponding to CTS No. 419 of TPS III, Village Eksar, Taluka Borivali, in the Registration District of Mumbai City and Mumbai Suburban District, situated, lying and being at Chikoowadi, Link Road, Borivali (West), Mumbai 400 092.

n. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 26-08-2022 executed between the Developer as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "D Wing", Building No. 1 upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 29-08-2022 is registered with Office of Joint Sub Registrar Borivali bearing registration No. BRL-4/13399 of 2022.

o. The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents relating to the Property, the approved plans, designs and specifications prepared by the Developer's Architects and of such other documents which are specified under the RERA and the Rules and Regulations made thereunder, and the Purchaser is fully satisfied with the title of the Society in respect of the Plot, and the Developer's right to construct the said Building and sell and allot the premises therein (except the premises to be provided to the existing members of the Society);

p. The Purchaser being fully satisfied in respect of the title of the Society to the Plot and the right of the Developer to construct, sell and allot the Premises (as defined below), has approached the Developer for allotment to the Purchaser of **Flat No. -__** admeasuring ___ square meters (equivalent to _____ square feet) of carpet area on **8th** floor of the said Building (and more particularly described in the Second Schedule hereunder written and hereinafter referred to as "the Premises") for the total consideration of **Rs. _____/- (Rupees _____ Only)**

Developers will pay (stamp duty and registration charges.) payable in the manner more particularly set out in clause 3.1 hereunder, and upon the terms and conditions agreed between the Purchaser and the Developer as recorded herein;

q. The copies of **(i)** the copy of IOD dated, 30.03.2016 & Commencement Certificate dated 13.08.2021 as Annexures – 1, **(ii)** The copy of Title certificate issued by Adv. Rishi Mishra as Annexures – 2, **(iii)** the copy of RERA Registration Certificate is annexed hereto and marked as Annexure-3, **(iv)** the extract of the Property Register Cards in respect of the Plot, Annexures -4 & **(v)** the plan in respect of the Premises agreed to be purchased by the Purchaser are annexed hereto and marked as Annexures - 5. of layout plan annexed hereto **marked Annexure No-6.**

r. This Agreement is restricted to the Premises in the said Building which is the subject matter of this Agreement and the Purchaser is not concerned with any other portion/premises in the said Building;

s. 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;

t. Under Section 13 of the RERA the Developer is required to execute a written Agreement for sale of the Premises with the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. DEVELOPMENT AND CONSTRUCTION:

1.1 The Developer shall construct a "D" wing of Building No-1 Ground + 9 floors (hereinafter referred to as "the said Building") along with the Parking Tower in accordance with the plans, designs, specifications as may be approved by the MCGM and which have all been seen and inspected by the Purchaser, with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government (hereinafter referred to as "the Sanctioning Authorities") to be made in them or any of them.

Provided that the Purchaser has hereby given his/her/its free consent and acceptance to these and any other modifications and amendments to the existing approved plans, designs, etc. so long as the carpet area of the said flat / shop / unit is not materially affected and the Developer shall have to obtain prior consent of the Purchaser only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises and (b) the nature of fixtures, fittings and amenities (as described in this Agreement), in respect of the Premises, except any alteration or addition required by the Sanctioning Authorities or due to change in law.

2. TRANSACTION:

2.1 The Purchaser agrees to purchase from the Developer and the Developer agrees to sell to the Purchaser, on ownership basis, the residential premises being **Flat No.** ___ admeasuring _____ square meters (equivalent to _____ square feet) of RERA carpet area on ___Floor in the D wing of building no 1 known as **SUN SHINE** (and more particularly described in the Second Schedule hereunder written and shown on the floor plan thereof hereto annexed and marked Annexure-5 and hereinafter referred to as "the Premises") along with one car parking space/s in the stack parking in the street area as per approved plan of the said Building for the total consideration of Rs. _____/- (**Rupees**

_____ **Only**) (hereinafter referred to as "the Consideration"), being the price payable in the manner more particularly set out herein, including for the proportionate price of the common areas and facilities in respect of the said Building which are more particularly described in the Fifth Schedule hereunder written.

2.2 The expression "carpet area" means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Purchaser, but includes the area covered by the internal walls of the Premises.

3. CONSIDERATION:

3.1 The Purchaser shall pay to the Developer the agreed lump sum consideration of **Rs. _____/- (Rupees _____Only)** in the manner more particularly described in the Third Schedule hereunder written.

3.2 Prior to the execution of these presents, the Flat Purchaser has paid to the Builders a sum of **Rs. _____/- (Rupees _____ Only)** as earnest money or part consideration (the payment and receipt whereof the Builders do hereby admit and acknowledge) and the Flat Purchaser has agreed to pay the Builders balance of the sale price in the manner hereinafter appearing.

3.3 In addition to the Consideration and all other amounts as mentioned herein, the Purchaser has paid/shall also pay to the Developer, the other charges more particularly mentioned in Fourth Schedule hereunder written and hereinafter referred to as "the Other Charges".

3.4 The Consideration excludes taxes by whatever name called (including without limitation, taxes paid or payable by the Developer by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Developer) and/or all other direct/indirect taxes currently

applicable or which may become applicable on the transaction as contemplated herein (and all increases therein from time to time), which shall be borne and paid by the Purchaser in addition to the Consideration in manner specified in clause 3.8 below.

3.5 The balance Consideration shall be paid by the Purchaser into/ favouring "**NASAR ASSOCIATS**" having Account No. **2221234142488718** in **AU SMALL FINANCE BANK** as per third schedule.

3.6 The Developer has agreed to sell to the Purchaser the Premises on the basis of RERA carpet area only and the Consideration agreed to be paid by the Purchaser to the Developer is agreed on the basis of the RERA carpet area of the Premises.

3.7 The Consideration has been arrived at/calculated on the basis of the Purchaser having agreed to pay the Consideration in the manner set out herein and having agreed to comply with the terms and conditions mentioned herein.

3.8 The balance Consideration and the Other Charges and all other payments to be made by the Purchaser to the Developer shall be made by the Purchaser immediately, on the date the same are due and/or payable.

3.9 Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the Consideration, Goods and Service Tax (GST), Other Charges and all other amounts and taxes as may be applicable and/or performance of the obligations by the Purchaser, is the essence of this Agreement.

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

3.11 If the Purchaser fails and/or is otherwise unable to pay any of the amounts payable under this Agreement including the balance Consideration and/or GST and/or Other Charges and/or any other taxes as applicable within 7 (seven) days from the date of the demand notice issued by the Developer, the Developer shall be entitled to, without prejudice to the Developer's other rights

and entitlements, receive and recover from the Purchaser and the Purchaser shall pay to the Developer the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date on which the same were due and/or payable. In addition to the Purchaser's liability to pay interest as mentioned hereinabove the Purchaser shall also be liable to pay and reimburse to the Developer, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Developer for the purpose of enforcing payment of and recovering from the Purchaser any amount or dues whatsoever payable by the Purchaser under this Agreement and the Purchaser hereby indemnifies the Developer regarding such expenses. In case of delay/default in making payment of the GST and the other direct/indirect taxes amounts more specifically mentioned herein and/or otherwise as demanded/payable, the Developer shall be entitled to, without prejudice to any other rights or remedies available with the Developer, adjust such amounts due and payable by the Purchaser along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from the Purchaser.

3.12 The Purchaser agrees to deduct tax at source ("TDS") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same within the prescribed period into the requisite Government Income Tax account and further the Purchaser agrees and undertakes to furnish to the Developer a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Developer.

3.13 It is expressly agreed that any deduction of an amount made by the Purchaser on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Developer under this Agreement shall be acknowledged/credited by the Developer, only upon the

Purchaser submitting in a timely manner to the Developer (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.

3.14 The Purchaser hereby accords/grants his irrevocable consent to the Developer to securitize, the Consideration and/or part thereof and/or the amounts receivable by the Developer hereunder and to assign to the banks/financial institutions the right to directly receive from the Purchaser the balance Consideration/or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Developer, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the balance Consideration or part thereof and/or the amounts payable hereunder. The Developer covenants that the payment of such balance Consideration or part thereof duly made in accordance with the terms hereof, by the Purchaser to the bank/financial institutions, shall be a valid payment of the balance Consideration or part thereof and discharge of the Purchaser's obligations hereunder with regard to such payment.

4 OBLIGATIONS OF THE DEVELOPER

4.1 Time is the essence of the contract for the Developer as well as the Purchaser. The Developer shall, subject to the provisions of this Agreement, hand over the Premises to the Purchaser on the Date of Hand Over (as defined below). Similarly, the Purchaser shall make timely payments of the balance Consideration and other dues payable by him/her and also duly comply with all the other obligations under the Agreement.

4.2 The Developer has disclosed the FSI as proposed to be utilized by the Developers on the layout as in accordance with the Proposed Plans and Further Proposed Plans in the layout and the Purchaser has agreed to purchase the Premises based on the proposed construction and sale of flats to be carried out by the Developer by utilizing the proposed FSI

as per the Proposed Plans and/or the Further Proposed Plans, as the case may be, and on the understanding that the declared proposed FSI shall belong to Developer only copy of the layout attached exhibited_.

4.3 Developer has disclosed that conveyance of the plot to the society as plinth and appetent area of the proposed building.

4.4 The Developer has provided the fixtures, fittings and amenities in the said Building and the Premises as set out in Annexure-6 annexed hereto.

5 DEFAULT AND THE CONSEQUENCES:

5.1 The Purchaser shall pay to the Developer, interest as specified in the RERA Rules, on any and all delayed payments which are due and/or payable by the Purchaser to the Developer under and/or pursuant to the terms of this Agreement from the date the said amount is due and/or payable by the Purchaser to the Developer until the date the same is received, in full, by the Developer.

5.2 Without prejudice to the right of the Developer to charge interest in terms of Clause 5.1 above, on the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and/or payable by the Purchaser to the Developer under this Agreement and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.

Provided that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of the balance Consideration) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after the giving of such notice.

5.3 Upon termination of this Agreement -

(a) The Purchaser shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever against the Developer and/or the Premises (including the Car-parking Spaces) whether pursuant to this Agreement and/or otherwise howsoever;

(b) The Developer shall be entitled to deal with and/or dispose of the Premises (including the Car-parking Spaces) to any other person/s as the Developer deems fit without any further intimation, act or consent from the Purchaser;

(c) After the appropriation of the amounts mentioned in Clause 5.3(c) as above, the Developer shall refund the balance Consideration, if any paid by the Purchaser to the Developer, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST, and/or any other amount due and/or payable by the Purchaser and/or paid by the Developer on Purchaser's behalf/account in respect of the Premises, within a period of 30 (thirty) days of the termination as above, subject to sub-clause (e) below.

5.4 If the Purchaser seeks a loan from financial institutions or banks or any other lender (hereinafter referred to as "the Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the prior written consent and approval of the Developer, and strictly subject to the rights of the Developer hereunder (including without limitation, the power of termination). In the event of (a) the Purchaser committing a breach of this Agreement (including without limitation, default in payment of the balance Consideration and/or other sum payable hereunder), and (b) the Developer exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Developer. The Purchaser shall, at the Purchaser's own cost and expense, obtain the necessary writing/deed (in form acceptable to the Developer) duly executed (and if required, registered in the Office of the Sub-Registrar of Assurances) by the Lender inter alia confirming that the Purchaser has duly cleared the mortgage debt, and that the Lender has no claim whatsoever in the Premises (including the Car-parking Spaces).On receipt of such writing/deed from the Lender, the Purchaser shall be (subject to what

is stated above in clause 5.3(c) above) entitled to the refund of the amount so paid by him to the Developer towards the Premises in accordance with what is stated in clause 5.3 above. Notwithstanding the above, the Purchaser's obligation to make the payment of the balance Consideration and the Other Charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

5.5 Till the time the entire Consideration and the other amounts due and payable by the Purchaser to the Developer is received in full by the Developer, the rights of the Lender shall be subject/subservient to the rights of the Developer.

6 RIGHTS AND ENTITLEMENT OF THE DEVELOPER:

6.1 It is expressly agreed that the rights of the Purchaser under this Agreement is only restricted to the Premises. All other premises shall be the sole property of the Developer, and the Developer shall be entitled to sell and/or otherwise deal with the same in any manner whatsoever, without any reference to or consent of or concurrence from the Purchaser.

6.2 The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the Proposed Plans and the Further Proposed Plans and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and all or any other areas, amenities and facilities as the Developer may deem fit, from time to time. The Purchaser irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Developer for carrying out amendments, alterations, modifications, variations as aforesaid and/or to the further building plans, if any whether involving additional construction or not (whether envisaged at present or not).

6.3 If the FSI, by whatever name or form is increased in respect of the Plot (i.e. more than what is envisaged at present), then the Developer shall be entitled to consume the same on the Plot or any part thereof and construct additional floors, wing/s, building/s as per revised building plans (including without limitation as envisaged under the Proposed Plans and/or the Further Proposed Plans) and deal with the same in the

manner the Developer deems fit and proper and the Purchaser expressly consents to the same.

6.4 Until the sale and disposal by the Developer of all the premises in the said Building, the Developer shall have the absolute authority and control as regards the unsold premises, un-allotted car-parking spaces, and the disposal / allocation thereof. The Developer shall be liable to pay only the municipal taxes, at actual, in respect of the unsold premises. In such case the Developer shall at its option (without any obligation) join the Society as a member in respect of such unsold premises, and as and when such premises are sold, the Society shall admit such purchaser as the member without charging any premium or extra payment or any other charges of any form, including any non-occupancy charges. It is clarified that the No Objection Certificate and/or other consent of the Society shall not be necessary for the sale and/or other transfer of any such premises by the Developer.

6.5 Till the entire development of the Plot is completed, the Purchaser shall not interfere in any manner in any work of development or construction.

6.6 The Developer shall, be at liberty to sell, assign, transfer and mortgage the receivables and/or the unsold premises, including to raise finance/loan from any financial institution/bank and to create mortgage, charge, securitization of receivables. The Developer shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof.

6.7 In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Developer for not claiming any area in FSI calculations, or any other charges etc. payable to any Sanctioning Authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Purchaser to the Developer in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Developer. Non-payment of the same shall constitute a breach of this Agreement. Further the Developer is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, or any other

charges deposited with the municipal authorities for which the Purchaser has consented.

6.8 The Developer shall have the right to designate any space in the Plot to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation for house-keeping services) to be availed by the occupants of the said Building that may be developed on the Plot. The Developer shall also be entitled to designate any space in the Plot to such utility provider either on leave and license or lease basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Plot and in the said Building constructed thereon or laying cables or piped gas lines or for office/storage for house-keeping services and the Purchaser irrevocably consents to the same.

6.9 The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Society, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Plot and common areas and facilities within the Plot and the said Building.

6.10 The Developer shall be entitled to construct site offices/sales lounge on the Plot and shall have the right to access the same at any time without any restriction whatsoever and shall continue until the entire Plot is fully and completely developed, and all the premises in the said Building have been sold and the proceeds thereof and all other amounts in respect thereof have been duly received by the Developer.\

6.11 The Purchaser shall not have any objection to any and all of the aforesaid and the Purchaser hereby grants his irrevocable and unequivocal consent to the Developer to carry out the necessary acts, deeds, matters and things in relation to any of the above.

6.12 All the consents referred in this clause 6 shall be considered as the Purchaser's unconditional and un-equivocal consent under section 7(1)(ii) and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules thereunder and the consents under the provisions of RERA and the Rules made thereunder. The Purchaser has carefully examined the plans that are currently approved, the Proposed Plans,

and the Further Proposed Plans after considering and verifying the same agreed to enter into this transaction.

7 POSSESSION:

7.1 The possession of the Premises shall be offered to the Purchaser after the Premises is ready for use and Occupation against receipt by the Developer, in full, of the balance Consideration and all the amounts payable by the Purchaser under this Agreement including but not limited to Other Charges and all other amounts, taxes, in respect of the Premises. The Developer shall give possession of the Premises to the Purchaser by 31st December 2023 subject to the following (hereinafter referred to as "the Date of Hand Over").

7.2 If the Developer fails to offer possession of the Premises to the Purchaser on the Date of Hand Over (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case, in the event the Purchaser intends to withdraw from the project, the Purchaser shall be entitled to give notice to the Developer terminating this Agreement, in which event the Developer shall within 30 (thirty) days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amount/s excluding taxes, if any, that may have been received by the Developer from the Purchaser along with the interest as per the RERA Rules from the date the Developer received such amounts till the date the amounts and the interest thereon is repaid. On the Developer tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises and/or arising out of this Agreement and the Developer shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit..

Provided that the Developer shall be entitled to an extension in the Date of Hand-over, if the same is delayed on account of:

(a) war, civil commotion, force majeure including pandemic and/or other Act of God;

(b) any notice, order, rule, notification of the Government including lock downs and/or other public, or competent authority/court, and/or any litigation; and/or

(c) any other cause beyond the control of the Developer;

Upon the occurrence of any event of the force majeure events as mentioned above, the Date of Hand Over shall stand extended to the extent of loss of time.

7.3 The Purchaser agrees that the return of the payment mentioned in Clause 7.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 7.2 above, the amounts paid by the Purchaser towards his GST/service tax liability only, until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser without any interest thereon only upon the Developer receiving corresponding refund/getting credit of the corresponding GST/service tax amount paid/ deposited, from the statutory authorities and not otherwise.

7.4 The Purchaser shall take possession of the Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed, and the Developer shall give possession of the Premises to the Purchaser. In case the Purchaser fails and/or neglects to take possession as aforesaid, the Purchaser shall bear and pay all outgoings and maintenance charges as applicable.

7.5 If within a period of 5 (five) years from the date of O.C the Purchaser brings to the notice of the Developer any structural defect in the Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation as provided under the RERA.

7.6 The Developer shall however not be responsible or liable to comply with its obligations stated in 7.5, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Purchaser or the Society or any other occupant of the said Building (including, but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc.) or due to normal wear and tear.

7.7 It is expressly clarified by the Developer and agreed by the Purchaser that if the Purchaser desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Purchaser and offers to make payment of the additional charges for such modification and provision to the Developer in advance and if the Developer accepts such offer, then the Date of Hand-over shall stand extended by the time required for such modification.

8 SOCIETY MEMBERSHIP:

8.1 The Purchaser shall from time to time upon the completion of the development of the Property, sign and execute and return to the Developer, the application for membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of being admitted as a member of the Society in respect of the Premises and within 7 (seven) days of the same being forwarded by the Developer to the Purchaser. It is however clarified that the application for membership shall not be acted upon and/or otherwise processed until the Purchaser has duly paid to the Developer all sums payable hereunder, in full and the Purchaser has not committed any breach or default hereunder.

8.2 The Purchaser shall abide by the rules, regulations and bye-laws of the Society and pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Developer. The Purchaser shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Purchaser hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same.

8.3 The Developer has informed the Purchaser, and the Purchaser is aware that the Purchaser will be enrolled as a member of the Society, provided the following documents are submitted, and charges as mentioned in Fourth Schedule hereunder written are paid, by the Purchaser, as follows:

(a) Application for membership along with applicable entrance and membership fee;

(b) Notarized true copy of this registered Agreement (along with receipts evidencing payment of stamp duty and registration);

(c) An undertaking to use the Premises for residential/commercial purposes (as the case maybe) and not change the user thereof, and to abide by the bye-laws, rules and regulations of the Society.

9 COMMON AREAS:

9.1 It is expressly agreed that the Purchaser shall be entitled to use the common areas and facilities appurtenant with the Premises and the usage of the same shall be in common with the purchasers/occupants/users of the other premises in the said Building and the nature, extent and description of such common areas and facilities is set out in the Fifth Schedule hereunder written.

10 COVENANTS BY THE PURCHASER:

10.1 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of residence and/or as may be permitted by MCGM and shall use the Car-parking Spaces for the purpose of parking the Purchaser's own vehicle.

10.2 The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Developer, and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Developer and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

10.3 The Purchaser hereby confirms that he/she/they has/have read and understood (i) the said Development Agreement, (ii) the bye-laws of the Society and (iii) sanctioned plans and permissions. The Purchaser agrees and confirms that all the restrictions and covenants contained herein and in the said Development Agreement, and the bye-laws of the Society shall be binding on the Purchaser and that the same shall continue to govern the relations between the Purchaser and the Society.

10.4 The Purchaser agrees and undertakes not to misuse the Car-Parking Spaces, the meter room, the refuge area, elevation features, etc.

10.5 The Purchaser with the intent to bind all persons in whose hands the Premises may from time to time come, doth hereby covenant with the Developer as follows -

(a) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or

to said Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the said Building or the Premises or part thereof;

(b) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building or any part thereof in any manner whatsoever;

(c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, lifts, common passage or any other structures of said Building including the entrance thereof. In case any damage is caused to the Premises and/or the said Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach (including without limitation, to bear and pay the cost and expense of repair/restoration work of the damage);

(d) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or the said Building which is in contravention of rules, regulations and/or bye-laws of the concerned local public authority or which hampers the overall well-being of the Property/Society. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser alone shall be liable for the consequences thereof;

(e) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside

colour scheme of the said Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good repair and condition so as to support, shelter and protect other parts of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural

members in the Premises or the common areas without the prior permission of the Developer and/or the Society;

(f) not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises / or any part thereof in any manner whatsoever;

(g) not to do or permit to be done any act which may render void or voidable any insurance of the Plot and/or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

(h) not to carry out any civil work or repairs, wherein the area or any internal wall is disturbed and/or altered and not to carry any extension of any sort including loft, carrying out of chhaja work, renovations whereby the space used/to be used inside or outside the Premises gets extended;

(i) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot and the said Building;

(j) not to hang cloths, garments or any other item or things from the, windows or terrace or any other place appurtenant to the said Building;

(k) not to encroach upon or make use of any portion of the said Building not agreed to be acquired by the Purchaser;

(l) not to enclose flower beds, balconies or any other elevation feature or change the external elevation or colour scheme of the said Building nor of the common areas including lobby and the areas outside the main door of the concerned premises;

(m) pay to the Developer within 7(seven) days of demand by the Developer, the Purchaser's share of security deposit/charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Building;

(n) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise;

(o) to bear and pay all works contract tax, GST, Swachhbharat cess, krishi kalian cess, any other cess, charges, dues etc. and such other levies, if any, which may be imposed with respect to the construction on the

Plot and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/ Government and/or Public Authority from time to time;

(p) not to let, sub-let, sell, transfer, assign or create any third party rights or part with the Purchaser's interest and/or the benefit factor of this Agreement until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;

(q) The Purchaser shall observe and perform all the rules and regulations and byelaws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building 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 shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement;

(r) the Purchaser shall not do or suffer to be done anything on the Plot and/or the said Building constructed there on which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities, in addition to any penal action taken by the Developer in that behalf;

(s) not do or permit or suffer to be done anything in or upon the Premises or any part of the said Building which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Developer shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference

whatsoever caused by the occupants of the adjoining premises of the said Building;

(t) not to change the layout of the Premises;

(u) not to change the shape and/or size of the windows;

(v) shall not keep flower pots outside the Premises, including along the window sills; and

(w) not to change the grills that are provided by the Developer in the Premises, and in particular not to fix box-grills under any circumstances.

For proper implementation and compliance of all the above conditions, in case the Developer require, the Purchaser agrees to sign, execute and deliver relevant declaration cum indemnity duly registered and/or any other lawful assurances as may be asked by the Developer and deliver it to the Developer before asking for possession of the Premises from the Developer.

10.6 The Purchaser agrees to grant to the Developer, all the facilities, assistance and cooperation as the Developer may reasonably require from time to time even after the Developer has offered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Plot. The Developer shall be entitled to modify, amend, alter, change the parking area and other amenities or facilities.

10.7 The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the Plot and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by Adv. Rishi Mishra and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Society to the Plot. Without prejudice to, and in addition to the foregoing, the Purchaser hereby agrees and confirms that prior to the execution of this Agreement, the Purchaser has taken all such steps in investigation of title as he has deemed necessary and has fully apprised and satisfied himself regarding the title of the Society to the Plot as also the Developer's right to sell the Premises in manner contemplated hereunder and all aspects thereof (including without limitation, as regards the terms and conditions of all development and/or new building permissions, and the effect thereof on the Premises and the Purchaser), after seeking all such independent legal

and other advice as the Purchaser has deemed necessary, and has unconditionally and unequivocally accepted the title of the Society and the said right of the Developer, as clear and marketable and free from all reasonable doubts, encumbrances and liens, and the Purchaser shall not seek, and hereby unequivocally and irrevocably waives, any and all legal recourse to or against the Developer in this regard, including without limitation, under Section 18(2) of the RERA.

10.8 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Plot or any part thereof or the said Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, parking spaces, open spaces, etc. will remain the property of the Developer subject to the provisions of the said Development Agreement.

10.9 In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Purchaser shall be liable to make payment of the same as and when demanded by the Developer and there shall be a charge on the Premises and lien automatically earmarked in favour of Developer for such unpaid amounts (without prejudice to any other rights that may be available to the Developer).

10.10 The Purchaser has agreed to purchase the Premises based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI as per the Proposed Plans and Further Proposed Plans and on the understanding that the declared proposed FSI shall belong to the Developer only.

10.11 The Developer has informed the Purchaser and the Purchaser is aware and it is expressly agreed that the Purchaser will not claim compensation from any competent authority or from the Developer in respect of inadequate open space around the said Building.

10.12 The Developer has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by the Developer to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the said Building and the Purchaser agrees and confirms to have read, agreed and understood all such undertakings and irrevocably

agrees to abide by the same as if the same is being given by the Purchaser himself to the said authorities.

10.13 Without prejudice to the generality of the foregoing, the Purchaser hereby agrees and confirms as under -

(a) The Purchaser and the Society shall preserve and maintain the documents after the same are handed over by the Developer to the Society:

(b) The Purchaser shall ensure that the Society shall preserve and maintain the documents and undertake to carry out necessary repairs/structural audit/fire audit at regular interval and also present periodical structural audit reports.

(c) The Society shall also from time to time check and carry out necessary repairs, structural audit, fire safety audit, etc. at regular intervals as per the requirement of the CFO.

(d) The Purchaser and the Society shall comply with all the conditions, restrictions in the NOC and permissions, including but not limited to the CFO NOC, EETC approval, etc. issued by the concerned authorities.

10.14 The Purchaser hereby agrees and confirms that the dry and wet waste generated in the said Building shall be segregated, and the wet garbage shall be treated on the Plot by the residents/occupants of the said Building.

10.15 The Purchaser agrees that in case the Purchaser is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Purchaser shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Purchaser while remitting any amounts online on account of currency difference or fluctuation and/or transaction charges levied by the bank/authorized dealer, the Purchaser shall make good the shortfall payment by the due date as any delay beyond the due date shall accrue interest and other consequences as specified herein;

10.16 If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/Government and/or any other Public Authority in respect of the Plot and/or in respect of the said Building, the same shall be borne and paid by all the purchasers of premises in the said Building in proportion to the respective area of their respective premises.

10.17 The Developer shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser in respect of all amount/s (including interest thereon) which become due and payable by the Purchaser to the Developer (under the provisions of this Agreement) till such time as the said outstanding amounts (including interest thereon) are paid to the Developer.

11 OUTGOINGS:

11.1 On and from the Date of Hand-over, irrespective of whether possession is taken or not, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Plot and the said Building namely local taxes, betterment charges and/or government sub-station and cable cost or such other levies by the concerned local authority and expenses for water,electricity, common lights, insurance,repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the said Building. Until the management of the Plot and the said Building is handed over to the Society, the Purchaser shall pay to the Society such proportionate share of the outgoings as may be determined by the Society.

11.2 The Purchaser shall on demand/or before taking possession of the Premises pay to the Developer the one-time charges mentioned in Fourth Schedule hereunder written ("Other Charges").

11.3 The Other Charges to be collected by the Developer under Clause 11.2 above shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Developer but in any case, before asking for possession of the Premises.

11.4 It is agreed in respect of amounts mentioned in (iii), (iv) and (vi) of the Fourth Schedule hereunder written, the Developer is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.

11.5 It is clarified that the list of Other Charges mentioned Fourth Schedule hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer, such Other Charges under such other heads as the Developer may indicate It is further clarified that the amount of charges mentioned in the Fourth Schedule is only indicative and the Purchaser agrees to forthwith on demand pay to the Developer, such additional/increased charges as the Developer may indicate.

11.6 The Purchaser on and from the Date of Handover, shall ensure that no damage is caused to the said Building or common amenities and facilities while entering into the Premises whether with/without his furniture, fixtures, equipment and materials etc. and/or during the implementation of the fit-out/interior works in the Premises and no building materials, debris etc. lying on the site. In case if any damage is caused to the said Building or and common amenities and facilities by the Purchaser or his agent, workmen, employees etc., while shifting or carrying out the Fit out work in the Premises, the Purchaser shall repair the damage, at his own cost and expenses and restore the damaged portion to its original condition;

11.7 The Developer shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Purchaser lying in the Premises.

11.8 The Purchaser shall abide by all the rules and regulations of the Society whilst carrying out the fit-outs in the Premises.

12. The Developer hereby informs the Purchaser and the Purchaser states that the Purchaser is aware that the Developer shall be applying and obtaining project finance from a Bank and/or NBFC and will be mortgaging its entitlement under the Development Agreement for the purpose of project finance to be availed by the Developer for

construction of buildings. The Developer hereby reserves the right to create any mortgage or mortgages on the said Property and Buildings and other structures, subject to the said Re Development Agreement, thereon in favour of any Bank or Banks or financial institution or institutions and / or create any further mortgage or mortgages or charge or charges or to create collateral or auxiliary or additional or substantial security by way of further assurance in favour of Bank/s or financial institution/s and other bodies to secure repayment of the loan/s taken or additional loans proposed to be taken for development of and construction of and to enter into any arrangement with any Bank or Banks or financial institution or institutions or similar bodies (including consortium loan Agreements) for securing loans in future for development of the said Property and completing the project..

13 STAMP DUTY AND REGISTRATION:

Under provisions of the circular of the MCGM for availing the concession policy the stamp duty and the registration charges of this Agreement shall be borne and paid by the Developer. The Purchaser shall at his individual cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer shall attend such office and admit the execution thereof. The stamp duty of the other incidential agreements including conveyance shall be borne and paid by the purchasers.

14 INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his 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 Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his

agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

15 As required under the Notification No.REA.2018/C.R.106/RR-2 dated 6th June 2019, in case the transaction being executed by this Agreement between the Developer and the Purchaser is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/ Purchaser/ both, as the case may be, in accordance with the agreed terms of payment.

16 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

17 ENTIRE AGREEMENT:

This Agreement along with its schedules and annexures constitute the entire agreement between the parties hereto with respect to the subject matter hereof andsupersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Premises. The Purchaser confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing.

18 RIGHT TO AMEND:

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties.

19 SEVERABILITY:

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 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.

20 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

21 NOTICES:

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

Name of Purchaser : _____
_____

(Address) : _____
_____
_____

Notified Email ID : _____

Name of the Developer : **M/S. NASAR ASSOCIATES**

(Address) : C- 1, Prashal C.H.S.L., Sant Janabai Road, Vile Parle (E), Mumbai-400 057,

Notified Email ID : **syedghazalinasar@gmail.com**

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

22 JOINT PURCHASERS:

If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several and all communications shall be sent by the Developer to the Purchaser whose name appear first and at the address given by him/her and specified above which shall for all intents and purposes to consider as properly served on all the Purchasers.

23 NO WAIVER:

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

24 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 concerned authority as per the provisions of the RERAand the Rules and Regulations, thereunder.

25 GOVERNING LAW:

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

26. The PAN of the parties are :

Developer : **AAFPN 2537 E**

Purchaser : _____

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

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the Plot)

ALL THAT piece or parcel of Proportionate land share of building no 1 ie. 29.86% (1378.06 sq. mtr.) in the layout situate lying and being at Borivali in the Registration Sub District Bombay City And Mumbai Sub Urban District layout of being final plot nos. 480, 481 and 482 T.P.S. III Borivali admeasuring 4615.10 sq.mts. or thereabouts.

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Premises)

Flat No. _____ admeasuring as per RERA _____ **square** meters' carpet area equivalent to _____ Square Feet Carpet Area on ___Floor in D wing (SUN SHINE) of **Building No 1** being constructed on plot described in First Schedule hereinabove written situated at Chikoowadi, New Link Road, Borivali (West), Mumbai - 400 092.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Payment Schedule)

1	Earnest money on or before execution Allotment / Agreement	10%
2	On execution of Agreement	20%
3	On or before Completion of Foundation.	8%
4	On or before Completion of Plinth.	7%
5	On or before Completion of various slabs divided by total number of slabs.	25%
6	On or before Completion of Internal & External Brick Work.	7%
7	On or before Completion of Internal Plaster Work.	7%
8	On or before Completion of External Plaster Work.	6%
9	On or before Completion of Flooring & Tilling Work.	5%
10	Within 7 days of the Developers intimating the Purchasers that the said Premises is ready for Occupation or before the Purchasers takes the possession of the said Premises, whichever is earlier.	5%
	TOTAL	100%

(Time being essence of Contract)

THE FOURTH SCHEDULE REFERRED TO ABOVE

(Particulars of Other Charges)

(being Other Charges to be paid by the Purchaser/s in accordance with this Agreement)

Sr No.	Amount	Particulars
(i)	RS.10/- PER SQ FEET	Payable to the Developer as deposit/charges and the Developer shall be entitled to utilize the same to meet 6 (Six) months expenses towards proportionate provisional maintenance and other outgoings (excluding Assessment Tax, N.A. Tax etc.). After the said Building is handed over to the said Society, the Developer shall hand over the said deposits/ the balance, if any, to such Society.

(viii) In addition to the above, any other amounts mentioned in this Agreement. The above amounts are based on present estimates and are subject to revision and the Purchaser agrees and undertakes to pay such additional amounts as may be determined by the Developer.

THE FIFTH SCHEDULE REFERRED TO ABOVE

(Common areas and facilities)

COMMON AMENITIES: -

1. Common facilities in the Building shall include :-
   - Elevators of reputed Brand.
   - Plumbing lines, Sewerage and Drainage lines, Electric Fixtures & Fittings, Watchman Cabin, Pump Room, Meter Room etc.
   - Overhead and underground Water Tanks, Water Pipes, Water Meters.

2. Common Facilities in the Layout shall include:-
   - Landscaped open spaces.
   - Grand Entrance Lobby.
   - Well Designed each Floor Lobby.
   - Parking Space.
   - Fitness Center & Indoor Games.
   - Fire-Fighting equipment as per specifications provided by Chief fire Officer of M.C.G.M.

(BEING DESCRIPTION OF THE INTERNAL FITTING AND FIXTURES IN THE PREMISES)

Living and Bed Rooms

- Well ventilated living and dinning area.
- Elegant high quality Vitrified Tiles along with Skirting in flooring.
- Main Entrance Door Laminated on both sides with high quality fittings.
- Anodized aluminum Sliding Windows.
- Provision for Television / Telephone / Internet connections, in each Apartment.
- Provision of electrical point for Split A.C. in all bedrooms.

Kitchen

- Designer Tiles dado of reputed make on kitchen platform upto 2' ht.
- Granite Slab platform top and stainless steel sink of reputed brand.
- Branded C.P. fittings.
- Modular Kitchen.

Toilet & Bathrooms

- Designer tiles up to door height in toilet.
- Sanitary ware of First Quality and Reputed Brand.

Security

- Intercom Facility

C.C. T.V in common area

SIGNED AND DELIVERED by the)
Within named "The Developer")
)
M/S. NASAR ASSOCIATES)
Through its proprietor)
1. **MR. SYED GHAZALI NASAR**)
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in the presence of ……)
1.)
_____)
2.)
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SIGNED AND DELIVERED by the)
Within named "Purchaser")
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1. MR_____)
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2. MR. _____)
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in the presence of)
1.)
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