AGREEMENT

THIS AGREEMENT made at _____this _____day of _____in the year Two Thousand and Twenty **BETWEEN M/S, DISHA CONSTRUCTION,** a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932 having office at Square One, 2nd Floor, Gulmohar Road, Opp. Reliance Webworld, J.V.P.D. Scheme, Mumbai – 400049 hereinafter called the **"THE PROMOTER" / "THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner or Proprietor for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of such last surviving Partner/ Proprietor) of the **One Part;**

AND

SHRI/SMT/M/S_____

_____

having his/her/their address at _____

_____ hereinafter referred to as **"THE PURCHASERS/S"/ THE ALLOTTEE/S)** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators) of the Other Part;

W H E R E A S:-

(a) By an Agreement of Lease dated 15th March, 1977, The Maharashtra Housing Board, a Statutory Corporation constituted under the Bombay Housing Board Act, 1948 being Act No. LXIX of 1948 and The Bombay Housing Board (Dissolution and Reconstitution) Order, 1960 therein called the Lessor of the One Part and Shri Ibrahim Abdulkader Fatehi and Shri Fakhruddin Samsuddin Fatehi, therein called the Lessees of the Other Part, the said Lessor agreed to demise unto the

said Lessees Sub-plot No.13 of Plot No.3 admeasuring 625 Sq. yds. equivalent to 522.56 sq.mtrs. or thereabouts forming portion of the Lessors' land situated in the North of Irla Nala between Vile Parle and Andheri in Greater Mumbai and situated at N. S. Road No.10, J.V.P.D. Scheme, Vile Parle (West), Mumbai- 400 049 and more particularly described in the Schedule thereunder and hereunder written for a period of 99 years commencing from 1st January, 1976 reserving the lease rent and subject to the observance and performance of the terms, conditions and covenants therein mentioned.

(b) The Maharashtra Housing and Area Development Board (for short **"MHADA"**) (a statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act, 1977 and duly constituted with effect from 5th of December, 1977 under the Government Notification in the Public Works and Housing Department No. ARD 1077 (1) Desk-44, the Bombay Housing Board stood dissolved and all the properties, rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the Properties, rights, liabilities and obligations of the MHADA and in the premises the said MHADA became entitled to the ownership of the said property described in the Schedule hereunder written subject to the terms, conditions and provisions of hereinbefore mentioned agreement of lease dated 15th March, 1977.

(c) The said Lessees constructed a building known as **"TULIP"** consisting of ground and 3 upper floors and having total 10 flats and sold the said Flats to the respective Flat Purchasers under the provisions of Maharashtra Ownership Flats Act.

(d) The said Flat Purchasers joined together and formed and registered a Society under the provisions of

Maharashtra Co-operative Societies Act 1960 viz. The Tulip Co-operative Housing Society Ltd., on or about 5th August, 1993 vide Registration No. BOM/W/K/W/HSG/TC/7842/93-94 (for short "**The said Society**").

(e) By an Indenture of Lease dated 24th December, 2012 made by and between the said MHADA, therein called the Lessor of the One Part and the said Society, therein called the Lessee of the other part, the said Lessor demised the said property described in the Schedule hereunder written in favour of the said Society for a period of 99 years commencing from 1st day of January, 1976 subject to the payment of rent reserved therein and observance and performance of the covenants, terms and conditions thereof and the said Indenture of Lease has been duly registered with the Sub-Registrar of Assurances at Andheri under Serial No.BDR15-4722-2013 dated 22nd July, 2013.

(f) Since the said building was in a dilapidated condition, the members of the said Society unanimously decided to redevelop the said property by demolition of the existing building and reconstructing a new multistoried building by consuming the FSI arising out of the said property and consuming outside TDR/FSI under D.C. Regulations/MAHDA rules and regulations and invited offers from various Developers and have after scrutiny, accepted the offer dated 22nd March, 2010 of the Promoters and revised offer dated 3rd April, 2014 and the subsequent discussions held by and between them for the modification of the same.

(g) The said Society at its Extra-ordinary General Body Meetings held on 24th August, 2010 and 8th July, 2015 passed a resolution and decided to entrust the redevelopment work to the Promoters.

(h) The Annual General Body Meeting dated 24th August, 2010 was convened by the said Society and Mr. Ashok P. Pagare, the Officer deputed by the Office of the Deputy Registrar of Co-operative Societies was present, all the requirements under GR dated 3rd January 2009, have been complied with at the said Meeting and in evidence thereof, the Office of the Dy. Registrar has addressed a letter dated 1st September, 2010 to the said Society placing on record that the Society has complied with the required provisions and entrusted the work of redevelopment to the Promoters.

(i) Accordingly by a Development Agreement dated 31st July, 2015 and made between the said Society of One Part and the Promoters herein as Developers of the Other Part, the said Society has granted Development Rights in respect of the said property authorizing and empowering the Promoter to redevelop the said Property by demolishing the existing building and reconstructing thereon a multi-storied building by consuming the FSI arising out of the said Property as also the FSI or area available under the Policy of MHADA, Development Control Regulations and under the prevailing laws for development for the time being in force, authorizing the Promoters to sell their premises to the prospective Purchaserss. The said Agreement is duly registered with the office of the Joint Sub-Registrar of Assurances, Andheri No.6, MSD under No. BDR-17 6257 of 2015. The said Society has also granted a Power of Attorney in favour of two partners of the Promoters authorizing and empowering them to do all acts, deeds, matters and things for the purpose of redevelopment of the property. The said Power of Attorney is registered with the Joint Sub-Registrar of Assurances, Andheri No.17-VI, MSD under No. BDR-17/6258 of 2015.

(j) Mhada has by its letter dated 18/2/2016 accorded its consent for redevelopment of the said property in accordance with the provisions of prevailing law for the time being in force. Copy of the said Consent Letter dated 18/2/2016 is annexed and marked as **Annexure "B".**

(k) In pursuance of the aforesaid Agreement and in pursuance of the authorities conferred upon, the Promoters have submitted the building Plans to the Maharashtra Housing And Area Development Authroity **("MHADA")** and got the same duly approved vide IOA dated 14th March, 2019 under reference No. EE/ BP Cell/GM/ MHADA-104/238/2019. In accordance with the said sanctioned plan, the Promoter have demolished the existing building and obtained Commencement Certificate dated 1st January, 2020 and construction of the new building has been started.

(l) Thus, the Promoter is entitled to and enjoined upon to construct buildings on the project land being the development to be carried out on the said Property in accordance with the recitals hereinabove;

(m) The Promoter is in possession of the project land.

(n) The Promoter has till date obtained the approval to construct on the said Property a building comprising of stilt area, and 12 upper floors thereon. The Promoter has also agreed to construct a fitness centre and Society office. The Flat with Terrace has been allotted to one of the Members of the Society and the common terrace is on 13th Floor;

(o) Under the said Development Agreement, the Promoter is required to provide to the 10 existing members of the said Society 10 number of Flats in lieu of their existing Flats in the old building. In pursuance of the said Development Agreement the promoter shall be

provided to the 10 number of flats and 10 car parking s to the members with the alternate accommodation in the proposed building. The Promoter is entitled to sell the remaining Flat/parking to the prospective Purchasers/Allottee(s) for such consideration and on such terms and conditions as they may deem fit and proper and the Society has agreed to admit such Purchasers/ /Allottee(s) as its members in accordance with the provisions of the said Development Agreement.

(p) The Allotee is offered a Flat bearing Number _____ on the _____ floor (hereinafter referred to as the said "**Flat"**) of the building called **"Tulip"** (hereinafter referred to as the said **"Building"**) being constructed in the said Pro sject land by the Promoter. The Promoters have also allotted _____ open / mechanical car parking place in the stilt to the Purchasers/Allottee(s);

(q) the Promoter has entered into a standard Agreement with Mr. Premal Gogari, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(r) The Promoter has appointed Mr. Bhavin Shah a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

(s) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Reference No._____ authenticated copy of Registration is attached in **Annexure 'A';**

(t) By virtue of the said Development Agreement and the said Power of Attorney, the Promoter has sole and exclusive right to sell the Flat, Parking in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchasers/ Allottee/s of the Flats to receive the sale consideration and other amounts in respect thereof;

(u) The Purchasers/Allottee(s) has, prior to the date hereof, demanded from the Promoters and the Promoters have given inspection to the Purchasers/Allottee(s) of (i) all the documents of title relating to the said Property and of such other documents as are specified under the RERA and the rules made there under, (ii) the authenticated copy of the plan of the said Flat, (iii) the Title Report dated 16th February, 2016 issued by M/s Pravin Mehta And Mithi & Co., Advocate certifying the title of the Developer to develop the said Land which is also annexed and marked as **Annexure "C"** hereto and (iv) all the approvals and sanctions obtained till date for the development of the said Property. The property register card of the Land is annexed hereto as **Annexure "D"** (collectively).

(v) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open space are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure `E';**

(w) The authenticated copies of the floor plans and specifications of the said Flat agreed to be allotted/ purchased by the Purchasers/Allottee(s), as sanctioned and approved by MHADA is been annexed hereto and marked as **Annexure `F'**,

(x) The Promoter has got some of the approvals from the Chief Fire Officer/ Aviation Department concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the other necessary approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

(y) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(z) The Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned plans.

(aa) The RERA carpet area of the said Flat _____ square feet and RERA_____ square meters and "RERA Carpet Area" shall means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchasers/Allottee(s) and exclusive open terrace area appurtenant to the said Flat for exclusive use of the

Purchasers/Allottee(s), but includes the area covered by the internal partition wall of the Flat;

(bb) The Promoter has disclosed all necessary particulars as to its title and its rights in the property including encumbrances if any, Particulars as to the development of the project including building and Flats alongwith specification and internal development work, external development work, the date and manner in which the payment towards the cost of Flat, are to be made and date on which the possession of the Flat will be given are specified and while registering the said project with the Regulatory Authority appointed under the Real Estate (Regulation & Development) Act, 2016 are available on website of the Regulatory Authority;

(cc) The Purchasers/Allottee(s) has as stated hereinabove, after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project land has approached the Promoter for allotment of Flat No._____on, the _____floor, , situated in the `Tulip Apartment' Building to be constructed on the said Project Land.

(dd) Relying upon the request for reservation and the Letter of Allotment and the representations, declarations and assurances made by the Parties, to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, the Developer has agreed to sell to the Purchasers/Allottee(s) and the Purchasers/ Allottee(s) has agreed to purchase from the Developer the said Flat at the Sale Consideration (defined below) and on the terms and conditions hereinafter appearing and willing to enter into this Agreement on the terms and conditions appearing hereinafter.

(ee) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of

said Flat with the Purchasers/Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(ff) This Agreement shall always be subject to the provisions of the RERA Act.

(gg) For the Purpose of this Agreement, Interest Rate shall mean the prevailing rate of State Bank of India highest marginal cost of lending rate (SBI MCLR) plus 2 % per annum **("INTEREST RATE").**

(hh) The list of Annexures attached to this Agreement are stated herein below:

Annexure "A"	Copy of the RERA Certificate
Annexure "B"	Copy of MHADA Consent Letter
Annexure "C"	Copy of Title Certificate
Annexure "D"	Copy of the property registered card
Annexure "E"	Copy of the proposed layout plan
Annexure "F"	Copy of IOA
Annexure "G"	List of Amenities
Annexure "H"	Copy of Floor Plan

(ii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/Allottee(s) hereby agrees to purchase the Flat and the parking(if applicable);

(jj) Time is of the essence of this Agreement for the Promoters as well as the Purchasers/Allottee(s). The Promoters shall abide by the time schedule for completing the construction of the said Flat and handing over of the said Flat to the Purchasers/Allottee(s) after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchasers/Allottee(s) and are listed in the **Annexure "G"** hereto written. Similarly, the

Purchasers/Allottee(s) shall make timely payments of all instalments of the Sale Consideration and other dues payable by him and meeting, complying with and fulfilling all his other obligations under this Agreement. The Purchasers/Allottee(s) hereby agrees, accepts and confirms that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in this Agreement and Purchasers/Allottee(s) has agreed to purchase the said Flat based on the unfettered and vested rights of the Developer in this regard.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter has proposed to construct on the said Property a building comprising of stilt area, and 12 upper floors thereon. The Promoter has also agreed to construct a fitness centre and Society office. The Flat with Terrace has been allotted to one of the Members of the Society and the common terrace is on 13th Floor;

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

2. (i) The Purchasers/Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/Allottee(s) Flat No. _____ of RERA carpet area admeasuring _____ sq. ft. _____ RERA Sq. metres on _____ floor, in the building `Tulip Apartment' (hereinafter referred to as **"the Flat"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure "H"** for

the consideration of Rs. _____/- (Rupees_____ _____ only) including Rs. _____/- (Rupees_____ _____ only) being the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(il) The Purchasers/Allottee(s) hereby agrees to purchase from the Promoter and the Promoters hereby agrees to sell to the Purchasers/Allottee(s) mechanical parking space in open/stilt for the consideration of Rs._____/- (Rupees _____ _____ only).

2(b) The total aggregate consideration amount for the Flat including parking spaces is thus Rs._____/- (Rupees _____ _____only)

2(c) The Purchasers/Allottee(s) has paid on or before execution of this agreement a sum of Rs._____/- (Rupees _____ _____only) as advance payment and hereby agrees to pay to the Promoter the balance amount of Rs._____/- (Rupees_____ _____ only) in the following manner :-

i. Amount of Rs_____/- (Rupees_____ _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs_____/-(Rupees _____ _____)
(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 47% of the total consideration) to be paid to the Promoter on completion of the 1st slabs including stilts of the building in which the said Flat is located.

iv. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 49% of the total consideration) to be paid to the Promoter on completion of the 2nd slabs including stilts of the building in which the said Flat is located.

v. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 51% of the total consideration) to be paid to the Promoter on completion of the 3rd slabs including stilts of the building in which the said Flat is located.

vi. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 53% of the total consideration) to be paid to the Promoter on completion of the 4th slabs including stilts of the building in which the said Flat is located.

vii. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 5th

slabs including stilts of the building in which the said Flat is located.

viii. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 57% of the total consideration) to be paid to the Promoter on completion of the 6th slabs including stilts of the building in which the said Flat is located.

ix. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 59% of the total consideration) to be paid to the Promoter on completion of the 7th slabs including stilts of the building in which the said Flat is located.

x. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 61% of the total consideration) to be paid to the Promoter on completion of the 8th slabs including stilts of the building in which the said Flat is located.

xi. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 63% of the total consideration) to be paid to the Promoter on completion of the 9th slabs including stilts of the building in which the said Flat is located.

xii. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 10th slabs including stilts of the building in which the said Flat is located.

xiii. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 67% of the total consideration) to be paid to the Promoter on completion of the 11th slabs including stilts of the building in which the said Flat is located.

xiv. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 68.50% of the total consideration) to be paid to the Promoter on completion of the 12th slabs including stilts of the building in which the said Flat is located.

xv. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 13th slabs including stilts of the building in which the said Flat is located.

xvi. Amount of Rs_____/- (Rupees _____ _____)
(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of walls, internal plaser, flooring, doors and windows of the building in which the said Flat is located.

xvii. Amount of Rs_____/-(Rupees _____ _____)
(not exceeding 80% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

xviii. Amount of Rs_____/-(Rupees _____ _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and

external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located..

xix. Amount of Rs_____/-(Rupees _____ _____)
(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

xx. Balance Amount of Rs._____/-(Rs._____ _____only)
against and at the time of handing over of the possession of the Flat to the Purchasers/Allottee(s) on or after receipt of occupancy certificate or completion certificate.

2(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat].

2(e) By reason of the Promoters having agreed to sell the said premises to the Purchasers/Allottee(s), if any statutory dues become payable by the Promoters or the Purchasers/Allottee(s) including the GST or otherwise, the same shall be paid by the Purchasers/Allottee(s) within 7 days from the demand being raised by the Promoters as a part of this Agreement.

2 (f) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of

development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule /regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/Allottee(s), which shall only be applicable on subsequent payments.

2(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers/Allottee(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/Allottee(s). If there is any increase in the carpet area allotted to Purchasers/Allottee(s), the Promoter shall demand additional amount from the Purchasers/Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2 (a) of this Agreement.

2(h) The Purchasers/Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem

fit and the Purchasers/Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3. 1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchasers/Allottee(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

3.2 Time is essence for the Promoter as well as the Purchasers/Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchasers/Allottee(s) and the common areas to the said Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchasers/Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c) herein above. ("Payment Plan").

4. The Promoter hereby declares that the Floor Space Index including by payment of the premium or otherwise available as on date in respect of the project land is 3 FSI, Fungible FSI and prorate FSI as per layout approved as mentioned in the DCPR/Policies of MHADA. At present the Promoter has disclosed the Floor Space Index of 3 alongwith fungible FSI as proposed to be utilized by them on the project land in the said Project for which the Plans have been sanctioned and Purchasers/ Allottee(s) has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed

FSI shall belong to Promoter only. However, subject to the unfettered rights retained by the Promoters to utilize the prorate FSI as per the layout approved in future.

5. 1. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Purchasers/Allottee(s), the Promoter agrees to pay to the Purchasers/Allottee(s), who does not intend to withdraw from the project, interest as specified herein, on all the amounts paid by the Purchasers/Allottee(s), for every month of delay, till the handing over of the possession. The Purchasers/Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers/Allottee(s) to the Promoter.

5.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Purchasers/Allottee(s) committing default in payment on due date of any amount due and payable by the Purchasers/Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/Allottee(s) committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

6. The fixtures and fittings and amenities be provided by the Promoter in the said building and the Flat as are set out in **Annexure 'G'**, annexed hereto.

7. **POSSESSION DATE, DELAYS AND TERMINATION :**

(i) The Promoters shall give possession of the said Flat to the Purchasers/Allottee(s) on or before _____ ("**Possession Date**"). **PROVIDED THAT** all amounts due and payable by the Purchasers/Allottee(s) herein including the Sale Consideration have been paid in full and the Purchasers/Allottee(s) has otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** the Promoters is entitled to reasonable grace period of 6 (Six) months over and above the Possession Date and further **PROVIDED HOWEVER** that the Promoters shall also be entitled to further extension of time for giving delivery of the said Flat, if the completion of the said Building in which the said Flat is situated, is delayed on account of any or all of the following factors:-

(a) Any force majeure events;

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(c) Any stay order / injunction order issued by any

Court of Law, competent authority, MCGM, MHADA, statutory authority;

(d) Any other circumstances that may be deemed reasonable by the Authority.

The Promoters shall however, try to (without being obliged to) offer possession of the Flat to the Purchasers/Allottee(s) on or before possession date.

For the purpose of this Agreement, "**Force Majeure Event**" shall include the following:

a. Non availability of steel, cement, other building material, water or electric supply; and/or

b. War, civil commotion or any terrorist attack/ threat; and/or

c. Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law; and/or

d. Any strike, lock-out, bandh or other like cause; and/or

e. Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event; and/or

f. Any change in law and/or changes in the policies of the Government from time to time; and/or

g. Any event beyond the reasonable control of the Developer; and/or

h. Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority

(ii) If the Promoters fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Flat to the Purchasers/Allottee(s) on the Possession

Date (save and except for the reasons as stated herein above), then the Purchasers/Allottee(s) shall be entitled to either of the following:

(a) call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. ("**the Interest Rate**") thereon for every month of delay from the Possession Date, on the Sale Consideration paid by the Purchasers/Allottee(s). The interest shall be paid by the Developer to the Purchasers/Allottee(s) till the date of offering the possession of the said Flat by the Promoters to the Purchasers/Allottee(s);

OR

(b) The Purchasers/Allottee(s) shall be entitled to terminate this Agreement herein contained by giving a written notice to the Promoters by Courier / E- mail / Registered Post A.D. at the address provided by the Promoters ("**Purchasers /Allottee(s) Termination Notice**"). On the receipt of the Purchasers/Allottee(s) Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 90 days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Purchasers/Allottee(s) the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon

are duly repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Purchasers/Allottee(s) shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car park and the Promoters shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

In case if the Purchasers/Allottee(s) elects his remedy under sub-clause (ii) (a) above then in such a case the Purchasers/Allottee(s) shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above and vice versa.

(iii) In the event of cancellation of Agreement as aforesaid, the Promoters shall be entitled to file declaration/ assurances with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances. On the termination hereof, the Purchasers/Allottee(s) will not have any rights or claims of any nature with regard to the said Flat and the Promoters shall be entitled to deal with the same in any manner it deems fit, and all amounts paid by the Purchasers/Allottee(s) towards TDS, GST (Central and State), stamp duty, registration charges and all other taxes paid/payable up to the date of termination shall stand forfeited, however, in the event that the Purchasers/Allottee(s) is in a position to obtain a refund of any such amount themselves, in accordance with the provisions of law then the Promoters shall not object to the same if it does not adversely affect its interests. The Promoters will make reasonable representations to the concerned authorities for the refund of GST (Central and State) and other taxes, and if any such refund is granted in such a particular case, then the same shall be refunded to the Purchasers/Allottee(s) after deduction of all costs, charges, expenses and taxes incurred by the Promoters in obtaining such refund.

(iv) If the Purchasers/Allottee(s) fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchasers/Allottee(s) shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned hereinabove and any other rights and remedies available to the Promoters, either (a) on the Purchasers/Allottee(s) committing default in payment on due date of any amount due and payable by the Purchasers/Allottee(s) to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) b) the Purchasers/Allottee(s) committing three defaults of payment of instalments of the Sale Consideration and/or (c) the Purchasers/Allottee(s) commits any breach of the terms and conditions of this Agreement and/or (d) the Purchasers/Allottee(s) voluntarily terminates and/or wishes to terminate this Agreement without any reason, the Promoters shall be entitled to at his own option and discretion to terminate this Agreement, without any reference or recourse to the Purchasers/Allottee(s). Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Purchasers/Allottee(s) ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchasers/Allottee(s), of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers/Allottee(s) fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default

Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Purchasers/Allottee(s) ("**Promoters Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchasers/Allottee(s). On the receipt of the Promoters Termination Notice by the Purchasers/Allottee(s), this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoters shall be entitled to forfeit 10% of the Sale Consideration towards "**Liquidated Damages**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 90 (Ninety) days of the Promoters Termination Notice, the Promoters shall after deduction of the Liquidated Damages refund the balance amount of the Sale Consideration to the Purchasers/Allottee(s). Upon the termination of this Agreement, the Purchasers/Allottee(s) shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose of the said Flat and/or car parks in the manner it deems fit and proper. In case the Purchasers/Allottee(s) has been admitted as member of the Society then in such case the Purchasers/Allottee(s) shall tender resignation as member of the society and surrender the share certificate and further the Purchasers/Allottee(s) shall also sign and execute all necessary documents in this regards as required by the Promoters.

(vi) In the event of termination of this Agreement as per clause 7 (ii) and (v), if necessary at the request of the Promoters, Purchasers/Allottee(s) hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Purchasers/Allottee(s) executes such Deed, Document or writing as requested by the Promoters, the Purchasers/Allottee(s) hereby

authorizes the Promoters to retain the amount to be refunded on the execution of such documents as requested by the Promoters. Even in absence of document recording such termination, the Purchasers/Allottee(s) will not have any right, title or claim over the said Flat on termination of the said Agreement.

8. 1. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made the Purchasers/Allottee(s) as per the agreement shall offer in writing the possession of the Flat to the Purchasers /Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen days from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchasers /Allottee(s). The Promoter agrees and undertakes to indemnify the Purchasers/Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers/Allottee(s), as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/Allottee(s) in writing within 7 days of receiving the occupancy certificate of the Project.

8.2 The Purchasers/Allottee(s) shall take possession of the Flat within 15 days of the written notice from the Promoter to the Purchasers/Allottee(s) intimating that the said Flats are ready for use and occupancy:

8.3 **Failure of Purchasers/Allottee(s) to take Possession of Flat** Upon receiving a written intimation from the Promoter as per clause 8.1, the Purchasers/Allottee(s) shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the

Purchasers/Allottee(s). In case the Purchasers/Allottee(s) fails to take possession within the time provided in clause 8.1 such Purchasers/Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

8.4 If within a period of five years from the date of handing over the Flat to the Purchasers/Allottee(s), the Purchasers/Allottee(s) brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers/Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. However it is clarified that if the construction/interiors carried out by the Purchasers/Allottee(s) or by an Organisation of Purchasers/Allottee(s) of the building or as a result of non-maintenance of the said building or said flat then in such event the Promoter shall be exempted from such liability

9. The Purchasers/Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

10. Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Purchasers/Allottee(s) has been put into vacant and peaceful possession of the said Property, the Promoters shall cause the said Society to admit the Purchasers/Allottee(s) as it Member upon application to be made by the Purchasers/Allottee(s) and upon payment of the prescribed application fees and admission fees, sinking fund and other amounts as per the Development Agreement with the Society, the said Society shall admit the Purchasers/Allottee(s) as its member issuing prescribed fully paid up shares of the

said Society. The Purchasers/Allottee(s), however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Purchasers/Allottee(s) agrees to sign all necessary application forms and all other papers and undertaking required to be submitted to he said Society for being admitted as its Member.

11. .1. Upon completion of the Project, the Promoter shall hand over management of the said building to the said Society. Till then, the Purchasers/Allottee(s) hereby agrees to pay to the Promoter/Society on *Ad hoc* basis a sum of Rs._____/- (Rupees _____only) towards the monthly taxes and outgoings in respect of his Flat till the period the management is handed over by the Promoter to the said Society.

11.2 Within 15 days after notice in writing is given by the Promoter to the Purchasers/Allottee(s) that the Flat is ready for use and occupancy, the Purchasers/Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the management is handed over to the Society, the Purchasers/Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchasers/Allottee(s) further agrees that till the Purchasers/Allottee(s) share is so determined the Purchasers/Allottee(s) shall pay to the Promoter provisional monthly contribution of Rs_____/-(Rupees _____ _____) per month towards the outgoings. The amounts so paid by the Purchasers/Allottee(s) to the Promoter shall not carry any interest and remain with the

Promoter until management is handed over to the said Society.

12. The Purchasers/Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs._____/- (Rupees _____ only) for legal charges.

(ii) Rs_____/-(Rupees_____ _____) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(iii) Rs_____/-(Rupees _____ _____ _____) for Deposit towards Water, Electric, and other utility and services connection charges &

(iv) Rs_____/-(Rupees_____ _____) for deposits of electrical receiving and Sub Station provided in Layout.

13. **SECURITIZATION AND LOAN**

(i) The Purchasers/Allottee(s) accords his irrevocable consent to the Developer to securitize the Sale Consideration and/or part thereof and the amounts receivable by the Developer under this Agreement and to assign to banks/financial institutions or any other person the right to directly receive from the Purchasers/Allottee(s) the Sale Consideration or any part thereof. The Purchasers/Allottee(s) upon receipt of any such intimation in writing by the Developer agrees and undertakes to pay without any delay, demur, deduction or objection to such bank/ financial institution, the Sale Consideration or any part thereof and/or the other amounts payable under this Agreement. The Developer confirms that the same shall be valid payment of the Sale Consideration

and discharge of the Purchasers obligations hereunder.

(ii) The Purchasers/Allottee(s) shall subject to the prior written consent of the Developer and subject to the approval of the concerned statutory authorities where applicable shall be entitled to avail loan from a bank/financial institution and to mortgage the said Flat even after possession of the said Flat is handed over to the Purchasers. The Developer will express its no- objection to the Purchasers/Allottee(s) availing of such loan and mortgaging the said Flat provided there are no amounts due and payable by the Purchasers/Allottee(s) to the Developer under the terms of this Agreement. Provided further that the Developer shall not incur any liability/obligation for repayment of the loan in any manner whatsoever to such bank/financial institution and such mortgage in favour of such bank/financial institution shall always be subject to the Developer s' first lien and charge on the said Flat in respect of the unpaid amount payable by the Purchasers/Allottee(s) to the Developer/ORPPL under the terms and conditions of this Agreement. The Purchasers/Allottee(s) shall be solely liable to bear and pay all the amounts, charges, premiums, fees required to be paid to the concerned authority/ies including Collector (as and when demanded) for the creation of such mortgage / charge/ lien on the said Flat as and when demanded by the concerned authorities and only upon compliance of all the terms and conditions for the creation of mortgage / charge/ lien on the said Flat, as imposed by the concerned authorities and the Developer, shall be Purchasers/Allottee(s) be entitled to create mortgage / charge/ lien on the said Flat. The Purchasers/Allottee(s) alone shall liable for repayment of the loan amount with interest and penalties if applicable to such bank/financial institution and the Developer shall not be responsible or liable for the same in any manner whatsoever. It shall be the responsibility of the Purchasers/Allottee(s) to inform the Society about the lien/charge of such bank/ financial institution and the

Developer shall not be responsible or liable for the same in any manner whatsoever.

(iii) **Lock-in- Period:** The Purchasers/Allottee(s) shall not transfer assign or part with the said Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Flat for a 'lock-in period' beginning from the date of this Agreement upto possession date and/or full payment. For any such transaction before or after the lock-in period, the Purchasers/Allottee(s) will require a written consent in the form of a No Objection Certificate (NOC) from the Developer. The Developer shall have sole discretion with respect to granting the NOC or not, or granting the same with applicable conditions as the Developer deems fit.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchasers/Allottee(s) as follows:-

i. The Promoter/the said Society has clear and marketable title with respect to the project land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/Allottee(s) created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchasers/Allottee(s) under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Purchasers/Allottee(s) in the manner contemplated in this Agreement;

ix. At the time of handing over management to the said Society the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society;

x. The Promoter has duly paid and shall till the date of issuance of Occupation Certificate continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

xii. The Purchasers/Allottee(s) has agreed to acquire the Flat out of his source of income and none of the funds would have a character of money laundering and/or benami and on the basis of that, the Promoter has agreed to sell/allot the Flat/Parking on the terms and conditions set out in this Agreement.

xiii. The Purchasers/Allottee(s) has perused and aware of the terms and conditions of the hereinbefore recited Development Agreement executed by and between the said Society and the Promoter and all the relevant terms and conditions applicable for Sale Component and as may be applicable to the Member upon the Purchasers/Allottee(s) become Member of the Society shall be observed and performed by the Purchasers/Allottee(s).

xiv. It is abundantly made clear to the Purchasers/Allottee(s) who is a non-resident Indian/ foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchasers/Allottee(s) understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Purchasers/Allottee(s) alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoters accepts no responsibility in this regard and the Purchasers/Allottee(s) does hereby indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

xv. The Promoter have sanctioned the servant toilet on midland of every floor of the building as per present rule. The said toilet will be used by both the flat owners situated on the respective floor only.

15. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTE/S:**

The Purchasers/Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Purchasers/Allottee(s) own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchasers/Allottee(s) in this behalf, the Purchasers/Allottee(s) shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public

authority. In the event of the Purchasers/Allottee(s) committing any act in contravention of the above provision, the Purchasers/Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoter within Seven days of demand by the Promoter, his share of security deposit demanded

by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

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

ix. The Purchasers/Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchasers/Allottee(s) to the Promoter under this Agreement are fully paid up.

x. The Purchasers/Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. sThe Purchasers/Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xii. The Purchasers/Allottee(s) has entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

16. **FURTHER COVENANTS OF THE PURCHASERS/ALLOTTEE(S)**

(i) The Purchasers/Allottee(s) himself with the intention to bind all persons into whomsoever hands the said Flat may come, hereby covenants with the Developer as follows :

(a) To maintain the said Flat at the Allotte's own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat being offered to the Purchasers/Allottee(s) and the Purchasers/Allottee(s) shall not do or suffer to be done anything in or to the said Building or staircase or any passages therein which may be against any rules and regulations of concerned Government or local or other authority and the Purchasers/Allottee(s) shall not change or alter or make additions in or to the said Building or the said Flat or any part thereof without the prior written permission of the Promoters or the Society /Apex Body, as the case may be;

(b) Not to store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for residential purpose) or are so heavy as to damage the construction or structure of the said Building, in or store goods or articles which are

objected to by the concerned Government, local or other authority and the Purchasers/Allottee(s) shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said Building or any part thereof and the Purchasers/Allottee(s) shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Property or said Building or any part thereof and the Purchasers/Allottee(s) shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Flat are situate, including entrance of the said Building or any part thereof;

(c) To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchasers/Allottee(s) shall not do or suffer to be done anything in or to the said Building or in the said Flat or the said Building or any part thereof which may be against the rules and regulations of the concerned local authority or public authority and in the event of the Purchasers/Allottee(s) committing any act in contravention of the above provision, the Purchasers/Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Purchasers/Allottee(s) does hereby indemnify and keep indemnified the Promoters in this regard;

(d) Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external façade, and aesthetics and outside colour scheme of the said

Building or any part thereof. The Purchasers/Allottee(s) shall not fix grills or projections on the exterior of the said Flat and the Purchasers/Allottee(s) shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise. The Purchasers/Allottee(s) shall not shift or alter the location of the windows or ventilators in the said Flat;

(e) To keep the sewers, drains and pipes in the said Flat and appurtenant thereto in good tenantable repairs and condition and in particular, support, shelter and protect the other parts of the said Building or any part thereof and the Purchasers/Allottee(s) shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat or the said Building or any part thereof without the prior written permission of the Promoters and/or of the Society /Apex Body, as the case may be;

(f) Not to enclose the passages, if any, forming part of the said Flat without the previous written permission of the Promoters and/or the Society /Apex Body, as the case may be, and of the Municipal/MHADA and other concerned authorities;

(g) Not to affix air conditioner/s at any other place other than those 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;

(h) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat/ said Building / or any part thereof in any manner whatsoever;

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Building or any

part thereof or the said Property or any part thereof;

(j) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Property or the said Building or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(k) All taxes, dues, cess, outgoings due and payable in proportion to the said Flat and in the manner as set out herein shall be borne and paid by the Purchasers/Allottee(s), including any increases and any new or additional taxes, from time to time;

(l) The Purchasers/Allottee(s) shall on demand, deposit with the Promoters his proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Promoters to the local authority or body concerned and/or any other concerned authority as per the calculation made by the Promoters;

(m) The Purchasers/Allottee(s) shall abide, observe and perform all the rules and regulations which the proposed society/ body may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building or any part thereof, the said Building and the said Flat therein and for observance and performance of the said Building rules and regulations for the time being in force of the concerned local authority and of the government and other public bodies and authorities. The Purchasers/Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the proposed society regarding the occupation and use of units /flats in the said Building or any part thereof and the Purchasers/Allottee(s) shall pay and contribute regularly and punctually towards the taxes, expenses

and other outgoings;

(n) The Purchasers/Allottee(s) shall also sign and execute such forms and applications as may be required or as may be specified by the Promoters for the formation of the Society or any other association, as the case may be under the provisions of applicable law and rules and/or admit the enrolment of the Purchasers /Allottee(s) as a member thereof;

(o) The Purchasers/Allottee(s) agrees that in the event the Purchasers/Allottee(s) sells the said Flat to any person or party, subject to what is stated hereunder then in that event the rights hereunder in respect of the car parking spaces shall stand transferred to such intending Purchasers/Allottee(s).

(p) The Purchasers/Allottee(s) further expressly agrees that, he/ she/ they shall pay such maintenance charges of the Car Parking Spaces, as may be decided by the Promoters / Society, which may further increase from time to time.

(q) The Purchasers/Allottee(s) is aware that the amenities/ furniture and fixtures displayed in the sample flat are only for display and the Purchasers/Allottee(s) assures the Promoters that he/ she/ they shall not at any time require the Developer to provide the same to the Purchasers/Allottee(s).

(r) The Purchasers/Allottee(s) shall permit the Promoters and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Promoters to the Purchasers/Allottee(s), to enter upon the said Flat to view and examine the state and condition thereof and execute any works required therein;

(s) The Purchasers/Allottee(s) shall be liable and hereby

expressly agrees to bear and pay all existing and future local body tax, GST and / or other taxes and charges and / or levies that may be imposed, whether payable in the first instance or otherwise, and all increases thereof which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities.

(t) The Purchasers/Allottee(s) is aware and acknowledges that the Promoters is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and Flats, garages or other premises constructed/to be constructed on the said Property or any part thereof and the Purchasers/Allottee(s) shall not raise any objection with respect to the same.

(u) The Purchasers/Allottee(s) shall not at any time do any work in the said Flat, which would jeopardize the soundness or safety of the said Building or any part thereof or prejudicially affect the same.

(v) To use the passenger lifts in the said Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Purchasers/Allottee(s) shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building or any part thereof including the said Flat.

(w) To pay all amounts agreed or liable to be paid by the Purchasers/Allottee(s) pursuant to this Agreement for Sale and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement for Sale (and on the part of the Purchasers/Allottee(s) to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchasers/Allottee(s) and shall keep the Promoters indemnified against all

actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoters by reason of non- payment non-observance and/or non-performance thereof;

(x) Irrespective of a dispute, if any, arising between the Promoters and the Purchasers/Allottee(s) and/or the any Society or body formed in accordance herewith, all amounts, contribution and deposits including amounts payable by the Purchasers/Allottee(s) to the Promoters under this Agreement shall always be paid punctually to the Promoters and shall not be withheld by the Purchasers/Allottee(s) for any reasons whatsoever;

(y) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said Building or any part thereof;

(z) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building or any part thereof shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchasers/Allottee(s) shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building or any part thereof for storage or for use by servants at any time.

(aa) The Promoters may complete any part, portion or floor of said Building or any part thereof and obtain part occupation certificate and give possession of the said Flat to the Purchasers/Allottee(s) and the Purchasers/Allottee(s) shall not be entitled to raise any objection thereto. The Promoters or its agents or contractors shall carry on the remaining work with the

Purchasers/Allottee(s) occupying the said Flat. The Purchasers/Allottee(s) shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchasers/Allottee(s). The Promoters shall endeavour to minimise the cause of nuisance or disturbance.

(bb) The Purchasers/Allottee(s) shall not display at any place in the said Building or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchasers /Allottee(s) shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the said Building or any part thereof or anywhere else whatsoever on the said Property or any structures thereon.

(cc) The Purchasers/Allottee(s) shall observe and perform all the rules, regulations and bye-laws of the Society with respect to the said Building in which the Purchasers/Allottee(s) has purchased the said Flat, as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Purchasers /Allottee(s) shall also observe and perform all the terms and stipulations laid down by the Apex Body and/or the Society and/or any other association as may be formed by the Promoters regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement and such rules, bye-laws and regulations.

(dd) The Purchasers/Allottee(s) may be permitted/ allowed to commence interior works in the said Flat only upon obtaining the Occupation Certificate/ Part Occupation Certificate and after making all payments as per this agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the interior works in the said Flat, the Purchasers/Allottee(s) shall give to the Promoters /MCGM/MHADA, in writing, the details of the nature of interior works to be carried out and the Promoters will be entitled to make changes thereto in a reasonable manner and all interior works shall comply with the terms of this Agreement and any other undertaking to be given by the Purchasers/Allottee(s) in this regard to the Promoters. In case of any damage or wear and tear to the said Flat and/or the said Building of any nature whatsoever, the Purchasers/Allottee(s) will be solely liable and responsible for the same and shall rectify at his costs and expenses without making Promoters liable for the same;

(ee) The Promoters shall be entitled to inspect all interior works carried out by the Purchasers/Allottee(s). In the event the finds that the nature of interior work being executed by the Purchasers/Allottee(s) is harmful to the said Flat or to the structure, façade and/or elevation of the said Building or any part of thereof, the Promoters can require the Purchasers/Allottee(s) to stop such interior work and the Purchasers/Allottee(s) shall stop such interior work at once, without raising any dispute;

(ff) The Purchasers/Allottee(s) will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Purchasers/Allottee(s), on a daily basis, at no cost to the Promoters and no nuisance or annoyance to the other Purchasers/Allottee(s). All costs and consequences

in this regard will be to the account of the Purchasers/Allottee(s);

(gg) The Purchasers/Allottee(s) will further ensure that the contractors and workers (whether engaged by the Purchasers/Allottee(s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same;

(hh) The Purchasers/Allottee(s) shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the said Building or any part thereof or anywhere else on the Said Property and use only the toilets earmarked by the Promoters for this purpose;

(ii) All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchasers/Allottee(s) and that the Promoters will not be held responsible for any loss/theft/damage to the same and the Purchasers/ Allottee(s) duly indemnifies the Promoters in this regard;

(jj) If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchasers/Allottee(s) at the Purchasers/ Allottee(s) own cost, and that the Promoters will not be held responsible for the same and the Purchasers/Allottee(s) duly indemnifies the Promoters in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Purchasers/ Allottee(s) alone and the Purchasers/Allottee(s) duly indemnifies the Promoters in this regard;

(kk) During the execution of interior works, if any of the Purchasers/Allottee(s)r's contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat or the said Building or any part of the Said Property. Further, the Purchasers/Allottee(s) shall be responsible for acts of such persons and the Purchasers/Allottee(s) duly indemnifies the Promoters in this regard;

(ll) The Purchasers/Allottee(s) shall extend full cooperation to the Promoters, its agents, contractors to ensure good governance in the execution of such interior works.

(mm) The Purchasers/Allottee(s) shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;

(nn) If, after the date on which the Purchasers/Allottee(s) has taken possession of the said Flat, any damage, of whatsoever nature (not due to Structural Defect in construction as envisaged in clause 10 hereinabove), is caused to the said Flat and/or other units/areas in said Building or any part thereof, neither the Promoters nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Purchasers/Allottee(s) alone will be responsible for the same and the Purchasers/Allottee(s) duly indemnifies the Promoters in this regard;

(oo) The Promoters will be entitled to frame rules and regulations forming the manner in which interior work shall be carried out and the Purchasers/Allottee(s) shall be bound and liable to comply with the same.

(pp) Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchasers/Allottee(s) as a grant, demise or assignment in law of the said Building, the said Property or any part thereof. The Purchasers/Allottee(s) shall have no claim in respect of any and all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Promoters. All development rights with respect to the same shall remain with the Promoters.

(qq) The Promoters shall also be free to construct sub-station for electricity supply, offices for the society/ body/ association/ company formed by the Promoters, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building plans or any other plans.

(rr) Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchasers/Allottee(s) by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers/Allottee(s), nor shall the same in any manner prejudice, limit or affect the rights of the Promoters.

(ss) The Purchasers/Allottee(s) hereby agrees to pay to the Promoters on or before the 10th day of every month beginning from the month following the month in which the Promoters offers to give possession of the said Flat to the Purchasers/Allottee(s) and until the complete administrative control of the said Property is regained by the Apex Body, property taxes, all outgoings and

expenses, provisions for depreciation and sinking fund and all outgoings and expenses for management, upkeep, maintenance and repairs of the said Building including common areas and facilities, as applicable and as the case may be, and common lights, common sanitary and other utility services, garden and other services and amenities including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Purchasers/Allottee(s) shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchasers/Allottee(s) under this clause on any ground whatsoever.

(tt) The Purchasers/Allottee(s) hereby indemnifies and shall keep indemnified the Promoters from and against all claims, costs, charges, expenses, damages and losses which the Promoters may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Purchasers/Allottee(s) of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Purchasers/Allottee(s) hereby agrees that the Promoters shall have first lien/charge on the said Flat towards all the claims, cost, charges, expenses, losses incurred by the Promoters and the Purchasers/Allottee(s) undertakes to reimburse the same to the Promoters without any delay or demur or default.

(uu) The Purchasers/Allottee(s) has represented and warranted to the Promoters that it has the power and authority to enter into and execute this Agreement.

17. **RIGHTS OF THE PROMOTERS** :-

17.1 The Promoters have informed the Purchasers/Allottee(s) and the Purchasers/Allottee(s)/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters, as follows:-

(a) The Promoters so long as they are permitted by the Municipal / MHADA or other Authorities, for all times in future, shall be entitled to vary, amend and/or modify any of the approved building Plans, and/or the Layout Plans and/or curtail or add any Amenities and/or Facilities, and similarly shall be entitled to shift and/ or relocate Flat agreed to be sold to Purchasers/Allottee(s) and/ or any Garden or Recreation Area and/or an Open Area or otherwise so as to exploit the fullest commercial potential of the said property. In the event the Purchasers/Allottee(s) is not agreeable for such relocated unit, then this agreement shall stand terminated and the Promoters shall pay the consideration received within 30 days without interest and the Purchasers/Allottee(s) shall be bound to accept such consideration. In such an event the Promoters shall be entitled to sell such relocated unit to any person or persons as they may deem fit.

(b) The Promoters shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof or put up any construction in the Open Space as may be permissible by Brihanmumbai Municipal Corporation /MHADA.

(c) The Purchasers/Allottee(s) and/or the Society shall not raise any objection or challenge on any ground as to the Promoters' rights, reserved hereunder.

(d) The Promoters shall also be entitled to consume additional F.S.I. and/or balance F.S.I., T.D.R. available under D.C. Rules or by any special concession being

granted by the Brihanmumbai Municipal Corporation/MHADA or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc. of the adjoining property acquired by the Promoters or increase in FSI by introduction of new acts or rules or policy or by amendment or modification of the present rules and regulations.

(e) The possession of the said Flat/s shall be offered to the Purchasers/Allottee(s) only after the Purchasers/ Allottee(s) making the full and total payment of the consideration and all the amounts payable as mentioned herein to the Promoters. Purchasers/ Allottee(s) shall take the possession of the said Flat, without raising any disputes of any nature whatsoever, within 7 days from the date of the intimation being given by the Promoters. The Purchasers/Allottee(s) shall be liable to pay taxes, maintenance and other charges from the date of expiry period of intimation, irrespective as to whether the Purchasers/Allottee(s) takes possession of the said Flat or not. In the case of Non-Payment, the Promoters shall be entitled to exercise various rights and options available under this Agreement and in due course of law.

(f) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part or portion thereof at present and for all times, in future and shall always be entitled to utilize, construct and dispose of in their rights, any balance F.S.I. or any increase in F.S.I. The Promoters shall be at liberty to put up any horizontal vertical extension thereto and/or put up or construct any vertical or additional Floor/s and/or the new or additional Structure/Building, as the Promoters may deem fit and proper and to do all such things, as may be necessary for this purpose.

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

(h) The Purchasers/Allottee(s) agrees and hereby gives his/her /their/its irrevocable consent that the Promoters shall have a right to make additions amendments and alterations in the sanctioned Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Flat) including to raise additional floors or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the Brihanmumbai Municipal Corporation/MHADA or other authorities and such additional structures or storeys or

units shall be the sole property of the Promoters who shall be entitled to deal with or dispose of the same. The Promoters shall be entitled to put up such users like functional terraces, as also any public utility centres or units or for any purpose as may be allowed by any authority. The Purchasers/Allottee(s) shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Society and the Society shall have the exclusive use of the said terrace and the parapet walls.

17.2 The Purchasers/Allottee/s has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited agreements of the said property and subject to the terms and conditions that may be imposed by the Brihanmumbai Municipal Corporation / MHADA and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Promoters.

17.3 If the TATA Limited / Reliance Energy Ltd. or any Utility Service Provider or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Flat Purchasers of the premises in the said building including the Purchasers/Allottee(s) herein in proportion with the area of their respective premises.

17.4 The Purchasers/Allottee(s) hereby agrees and admits having taken inspection of all the documents required to be given by the Promoters under the provisions of the Real Estate Regulation Act, and hereby agrees and confirms that the Promoters shall have irrevocable rights for the purposes setout herein below and the Promoters shall be entitled to exercise the same as if the

Purchasers/Allottee(s) had given the written prior consent to the Sellers as required under the said Act and with a view to remove any doubts and reconfirm the rights of the Promoters, the Purchasers/Allottee(s) hereby confers upon the Promoter the right and authority for the purposes set out herein below:-

(a) Without modifying the plan of the said Flat the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.

(b) The Promoters shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Flat agreed to be purchased by the Purchasers/Allottee(s).

(c) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper.

17.4 The Promoters shall have first lien and charge on the said premises agreed to be acquired by the Purchasers/Allottee(s) in respect of all the amounts payable by the Purchasers/Allottee(s) remaining unpaid and interest thereon under the terms and conditions of this Agreement.

18. **WAIVER:-**

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Purchasers/Allottee(s) by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchasers/Allottee(s) and shall not in any manner prejudice

the rights of the Promoters.

19. **SEPARATE ACCOUNT:-**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers/Allottee(s) as advance or deposit, sums or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. **NO GRANT OR DEMISE OR ASSIGNMENTS:-**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchasers/Allottee(s) shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Flat/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers/Allottee(s) who has taken or agreed to take such [Flat].

22. **BINDING EFFECT:-**

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

23. **STAMP DUTY AND REGISTRATION CHARGES:-**

The Purchasers/Allottee(s) shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Bombay Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act forthwith inform the Promoters the serial number under which the same is lodged to enable and the Promoters to attend such office and admit execution thereof. The stamp duty and registration and legal expenses shall be paid by all the Purchasers/Allottee(s).

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ALLOTTEE(S) / SUBSEQUENT PURCHASERS /ALLOTTEE(S):-**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. **SEVERABILITY:-**

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

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

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

27. **FURTHER ASSURANCES:-**

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

28. **PLACE OF EXECUTION:-**

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

29. **REGISTRATION OF AGREEMENT:-**

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

30. **NOTICES:-**

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

_____Name of Purchasers/Allottee(s)
_____Purchasers/Allottee(s) Address)
_____
_____
_____
_____
Email ID:_____

M/s. Disha Construction,
Square One,
2nd Floor, Gulmohar Road,
Opp: Reliance Webworld,
J.V.P.D. Scheme,
Mumbai 400049,
Notified Email ID: _____

It shall be the duty of the Purchasers/Allottee(s) and the promoter 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 promoter or the Purchasers/Allottee(s), as the case may be.

31. **JOINT PURCHASERS/ALLOTTEE(S):-**

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

32. **DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably which shall be referred to the Authority as per the provisions of Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. **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 Civil Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the freehold/leasehold land and all other details)

All that piece or parcel of plot of land bearing Sub-plot No. 13 of Plot No.3 admeasuring 522. 56 square meters thereabout being S.No. 70 & 287 C.T.S No. 196 (pt.) situated at 10th Road, J.V.P.D , Mumbai - 400049 in the registration sub-district of Bandra Mumbai Suburban District and bounded as follows that is to say;

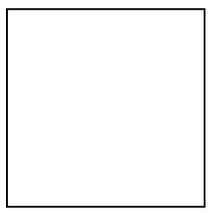
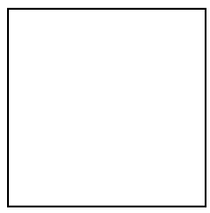
On or towards the North by	:	by road leading to garden & beyond that by sub-plot no.1
On or towards the South by	:	by sub plot no.12
On or towards the West by	:	by 100' wide public road
On or towards the East by	:	by garden

SECOND SCHEDULE ABOVE REFERRED TO

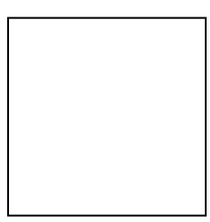
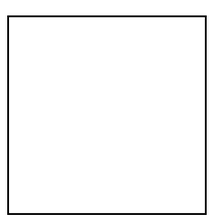
(Here set out the nature, extent and description of common area and facilities).

1. LIFT
2. LIFT MACHINE ROOM
3. UNDERGROUND WATER TANK
4. WATER PUMP
5. OVERHEAD WATER TANK

SIGNED AND DELIVERED BY THE WITHIN NAMED)
PURCHASERS/ALLOTTEE(S))
1._____
PAN_____

2._____)
PAN_____)

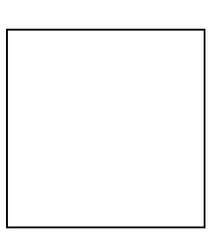
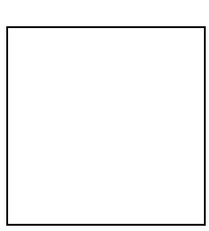



in the presence of WITNESSES:

1. Name _____
   Signature _____

2. Name _____
   Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED)
PROMOTERS)
M/S. DISHA CONSTRUCTION)

Partner
Name_____

****

Dated this ____ day of _____, 2020

****

M/s Disha Constructions

…Promoters

And

Mr. _____

.. Purchasers/Allottee(s)

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AGREEMENT FOR SALE OF FLAT NO. _____ ON _____ FLOOR, IN "__" WING, OF THE BUILDING "TULIP APARTMENT" AT SQUARE ONE, 2ND FLOOR, GULMOHAR ROAD, OPP. RELIANCE WEBWORLD, J.V.P.D. SCHEME, MUMBAI – 400049.

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PRAVIN MEHTA AND MITHI & CO.,
ADVOCATES AND SOLICITORS
2nd Floor, Rajabahadur Mansion,
28, Mumbai SamacharMarg, Fort,
Mumbai – 400023.