AGREEMENT FOR SALE

THIS AGREEMENT ("**Agreement**") is made Mumbai, on this _____ day of _____, Two Thousand and Twenty-Three (2023); **BETWEEN;**

M/S. DEVAKSHEE DEVELOPERS PVT. LTD., a company registered under the provisions of The Companies Act, 1956; through its having its Registered Office at Office No.102, 1st Floor, Purnima Darshan, 90 Feet Road, Mulund (E) Mumbai 400081. hereinafter referred to as "THE DEVELOPER" through its authorized Partners, hereinafter referred to as the **"DEVELOPER/ PROMOTER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean the said Firm and its Partners from time to time and their successors, representative, executors and assigns) Party of the **FIRST PART;**

AND

SHRI/SMT./MS./MESSERS

_____

_____

_, Adult/s, Indian Inhabitant/s / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at

_____

_____

_____, hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **in case of individual/s** (his/her/their heirs, executors, administrators and permitted assigns and **in case of a**

partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and **in case of an HUF**, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF **and in case of a coparcenary**, the coparcenary and survivor/s of them and their heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors- and administrators of the last survivor of them **and in case of a company**/ body corporate its successors and permitted assigns) Party of the **SECOND PART**.

The Developer and the Allottee/s are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**".

RECITALS:

(A) By virtue of and under diverse deeds, factors and circumstances the M/s. Devakshee Developers Pvt. Ltd. (for short "the **said Developer / co-promoter**") is Developer of and were absolutely seized and possessed of and well and sufficiently entitled to ALL THAT piece or parcel of land bearing sub-divided plot of land bearing Survey No.346, Hissa No.1 bearing C.T.S. No. 3048 to C.T.S. No. 3051, in Total admeasuring 762.40 sq.mtrs. or thereabouts, in the Village - KoleKalyan, Taluka - Andheri, Mumbai - District of Greater Mumbai, in the Registration District and Sub-District of Mumbai Suburban District, Santacruz (East), Mumbai – 400 055 in the Registration District and Sub-district of Mumbai Suburban along with structure standing thereon known as Silver Ark, Vakolawala Co-operative Housing Society Ltd. (for brevity's sake hereinafter referred to as "**the said larger property**");

(B) By and under Development Agreement dated 31st March, 2016, executed

by and between the said Vakolawala Co-operative Housing Society Ltd., (the Society therein) and M/s. Devakshee Developers Pvt. Ltd. (the Developer therein), the Society has granted all development rights for utilization and consumption of FSI of the said original property to the said Developer at and for the agreed consideration and on the terms and conditions mentioned therein;

(C) Subsequently, the said agreement of Development dated 31st March, 2016 is duly modified/ rectified and such modification duly recorded in the Supplementary Re-development Agreement dated 28th May, 2021, executed by and between the said Vakolawala Co-operative Housing Society Ltd., (the Society therein) and M/s. Devakshee Developers Pvt. Ltd. (the Developer therein).

(D) M/s. Devakshee Developers Pvt. Ltd. submitted building plans to the Municipal Corporation of Greater Mumbai (MCGM), and got plans approved for development and also obtained various permissions from the concerned authorities including Municipal Corporation of Greater Mumbai (MCGM) and completed construction of a building known as "Silver Ark Paradise" which is consisting of 8 floors (hereinafter referred to as "THE SAID BUILDING") on the said original property;

(E) The Society through its office bearers has executed Power of Attorney dated 12th April 2016 duly registered with the office of the Sub-Registrar of Assurance at under Serial No.17-2980-2016 dated 12th April 2016 ("said Power of Attorney of Society") in favour of Mr. Nitin Dinanath Vichare (Directors of M/s. Devakshee Developers Pvt. Ltd.) to do and perform various acts, deeds, things and matters for development of the said Property.

(F) The said Developer being desirous of carrying out development of the said entire Project lands availing the benefit of development potential thereof including the area under the said reservations, then submitted necessary proposal for sanction of plans, specifications and other permissions to the Concerned Development Authorities including

Municipal Corporation of Greater Mumbai (MCGM) and had prepared a tentative proposal as shown to the Developers and the Assignees herein for development showing 8 Floors which came to be sanctioned by MCGM the Commencement Certificate under reference No P-7742/2021/(3048 And Other)/H/E Ward/KOLEKALYAN-H/E/CC/1/New dated 16 February, 2023 ***("the said Commencement Certificate")*** annexed herewith and marked as **Annexure "A"** for the said entire project lands more particularly described in the First Schedule hereunder written and delineated with thick black colored boundary line on the Plan annexed hereto and marked as **Annexure "B".**

(G) The said developer had obtained the following sanctions and approvals: (a) Intimation of Disapproval ("IOD") bearing No. P-7742/2021/ (3048 AND OTHER)/H/E WARD/KOLEKALYAN-H/E/IOD/1/NEW on 12.10.2022 from the Municipal Corporation of Greater Mumbai (b) Civil Aviation Permission dated 23 April, 2019 and (c) property card said larger property. The copies of the abovementioned orders, sanctions and approvals are attached herewith forming the part of **Annexure "C"**.

(H) As contemplated in the said sanctioned Plan, the said Developer after having earmarked/identified the said reservations became entitled to carry out, the development of the said entire project lands for construction of one building of 8 Floors for construction of residential Building along with a parking space.

(I) AND WHEREAS, as part of mutual understanding between the respective Developers, the Developers have mutually agreed to record into writing the terms and conditions (which are inclusive) for smooth management, administration and maintenance of such common areas, facilities, amenities including in respect of the Parking Space, as mutually

agreed among themselves.

(J) AND WHEREAS, the Developer herein state that they are entitled to own and possess _____ flat all rights and authorities to sell the flats and units thereof to any prospective purchaser/s / party of their choice, execute the necessary agreement for sale of flats, to allot the Flats and Parking and to receive the considerations and appropriate the same for itself.

(K) The Developer reserves the right to construct real estate projects from time to time which will inter-alia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, Gym, schools, retail shops, hotels, hospitals, commercials units and such other users as may be permitted from time to time, in the manner the Developer deems fit.

(L) The development of the said Real Estate Project under this Agreement specifically Building known as "_____" is registered as a "Real Estate Project" ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"), modified from time to time. The Authority has duly issued the Certificate of Registration No. **P517**_____ dated____/____/**2023**, for the Real Estate Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "D"** hereto.

(M) The Developer further state that they have appointed **Architects viz:** (Mr. V. V. and Associates) duly registered with the Mumbai Municipal Corporation for the said Entire Project.

(N) The Developer has also appointed **structural Engineer viz: - M/s._____** for the preparation of the structural designs and drawings of the Said Building/s, and the Developer accepted the professional supervision of the Architect and the structural Engineer till the completion of the Said Building/s.

(O) Copy of the Title certificates issued by V & M Legal**,** (hereinafter referred to as the **"said Title Certificate"**) certifying the right/entitlement of the Developer is annexed and marked as **Annexure "E"**.

(P) The above details and further aspects of the proposed future and further Development of the said entire project lands are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in* and are annexed with the RERA Certificate hereto ("Proposed Future and Further Development of the said entire project lands").

(Q) On demand from the Allottee/s, the Developer has given inspection to the Allottee/s and the Allottee/s has/have also examined all the documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Allottee/s has/ have prior to the execution of this Agreement has/have visited and inspected the site of construction of the said Real Estate Project and has/have at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of Developer and/or the Developer to the said entire project lands as well as the documents of the said Real Estate Project uploaded by the Developer in the RERA website and after

satisfying himself/ herself/ themselves/itself about the title of the Developer to the said entire project lands and the Allottee/s after having accepted the same, the Allottee/s has/have entered into this Agreement with the Developer and the Allottee/s hereby agrees not to further investigate the title of the said entire project lands and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Developer and/or the Developer in respect to the said entire project lands at anytime in future. The Allottee/s hereby expressly confirms that he/she/they, has/have fully read and understood and hence entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Developer contained in this Agreement. The Allottee/s has/have agreed and consented to the overall development of the said entire project lands.

(R) At present as per the approval from MCGM a total FSI of _____ sq.mt has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to consume all FSI (whether paid or free, by whatsoever name it may be known, whether available now or in the future), all TDR that may be generated from time to time and/or maximum development potential of the said entire project lands as is permissible from time to time, in the construction and development of the Real Estate Project or to be used anywhere in the said entire project lands.

(S) The Allottee/s is/are aware that the marketing collaterals provided by the Developer to the Allottee/s in respect of the said Real Estate Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis The Allottee/s undertakes not to raise any objections with respect to any difference in the said Real Estate Project from such marketing collaterals;

(T) Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Developer to undertake the said construction on the said entire project lands and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the nature and development on the said entire project lands as proposed by the Developer and disclosed in the said Disclosed Layout; and (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/ their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused, read and understood the terms and conditions of this Agreement and is/are signing this Agreement out of free will as also under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

(U) On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said entire project lands and the plans, designs and specifications prepared by the Developer's Architects / other consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

(V) The authenticated copies of Certificate of Title issued by the attorney at Law or Advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the said

entire project lands on which the Flats are constructed or are to be constructed.

(W) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Municipal Corporation of Greater Mumbai (MCGM).

(X) The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "F"**.

(Y) The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(Z) The Allottee/s being desirous of purchasing a residential premises / Flat No. _____ on _____ Floor (hereinafter referred to as the **"said Premises"**) in Project "_____" as more particularly described in the **SECOND Schedule** hereunder written has/have approached the Developer and requested to allot to him/her/them the said Premises and the Developer has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Developer, the said Premises comprising Carpet Area ____ sq.mt for a total Sale consideration of Rs._____ (Rupees _____ Only) **("Sale Consideration")** hereunder written and upon the terms and conditions mentioned in this Agreement. The Sale consideration is exclusive of GST and other duties and taxes. The Allottee/s agree/s and confirm/s that the Sale Consideration to be paid by the Allottee/s to the Developer is after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case if the benefits available and/or derived under the GST Laws, are reduced due to change in the Law / Rules / Regulations and / or on account of change in the interpretation by

the Tax Authorities, then the Allottee/s agree and confirm that, the Developer shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits.

(AA) The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure "F"** and the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s and the occupants in the said entire project lands are listed in the **THIRD Schedule** hereunder written ("**Real Estate Project Amenities**" / **"The Common Amenities"**).

(BB) Under Section 13 of RERA, the Developer is required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

(CC) In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises on the Terms and Conditions hereinafter appearing.

(DD) The Developer has the right to sell the said Premises in the Real Estate Project to be constructed on the said entire project lands and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.

(EE) The Parties on conducting own due diligence upto their satisfaction and further relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Developer proposes to construct the said Real Estate Project specifically under this Agreement for Building which also known as "_____" consisting of 8 Floors, subject to the approvals / modifications / amendment by the concerned authorities and in accordance with applicable laws. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **THIRD Schedule** hereunder written. The Developer shall also construct approach road, Boundary walls, Internal roads, Footpath, Streetlight, Electric Substation, Storm Water Drains, Drainage, STP, Water Mains, Podium, Tree Plantations, Recreation Gardens and Fire Fighting System as per NOC as and by way of infrastructures on the said entire project lands in accordance with the Plan.

PROVIDED THAT the Developer have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities and/or by the Chief Fire Officer with respect to regulations for High Rise Buildings if applicable, or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this Clause shall mean a change in the location of the said

Premises within the Real Estate Project. Provided further that the Developer shall be entitled to make modifications, variations, additions or alterations as may be required by the Developer from time to time, as per Sec 14(2) of the MAHA RERA Act.

3. **PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION:**

a) The Allottee/s hereby agree/s to purchase from the Developer, and the Developer hereby agrees to allot to the Allottee(s), a premises, being Flat Premises No. _____, on _____ Floor, admeasuring _____ Sq. mtrs. i.e., equivalent to _____ Sq. feet (carpet) as per RERA along with Open/enclosed Balcony admeasuring _____ Sq. mtrs. i.e. equivalent to _____ Sq. feet (carpet), in the ***"_____ (project name)"*** hereinafter referred to as **"The Said Premises"**, as shown in the Floor plan thereof, annexed hereto and marked as **Annexure – F,** and more particularly described in the **Second Schedule** written hereunder, alongwith the specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the said premises to be provided by the Developer in the said Building and the said premises as are set out in **Third and Fourth schedule** written hereinunder or its equivalent thereof. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

b) In consideration of the above, the Allottee/s hereby agrees to pay to the Developer a total lumpsum sale consideration of **Rs._____** (Rupees _____ Only) ("**Total Consideration**"), comprising of the following:-

(i) Rs._____ towards the Carpet Area of the said Flat / Premises.

(ii) Rs._____ towards proportionate consideration for Common Areas charges calculated on the Carpet Area of the said Flat / Premises.

(iii) Rs._____ towards Facilities.

Along with the aforementioned Total Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in Clause _____ of this Agreement.

c) The Allottee(s) also hereby requested Developer that along with the Said Premises Allottee(s) would require ____ number of parking spaces in the said building and agrees to acquire / allot from the Developer and the Developer do hereby agree to allot in favor of the Allottee(s) ____ number of parking spaces in Pit parking area being constructed in the said Building/s in the said entire project lands.

d) The Allottee(s) agrees to pay the abovesaid amount consideration to the Developer for the said Premises comprising Carpet Area, as more particularly described hereunder written. The Allottee(s) hereby confirm(s)/ undertake(s) that he/she/they is/are law abiding citizen(s) and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/shall be funded from their own bonafide employment/ business earnings or by procuring financial assistance from Financial Institution(s)/ lender. The Allottee(s) indemnifies the Developer explicitly to this extent.

e) The Allottee/s hereby agree/s to pay to the Developer the entire Sale Consideration for the said premises as per Annexure "G"

On or before of execution of this present / Earnest Money	10%
On Registration of Agreement	20%
On completion of Plinth	15%
On Completion of 3rd Slab of the wing in which premises is located	6%
On Completion of 6th Slab of the wing in which premises is located	6%
On Completion of 7th Slab of the wing in which premises is located	6%
On Completion of Top Slab of the wing in which premises is located	6%
On completion of walls, internal plaster of the said premises	6%
On completion of staircase, lift wells, lobbies upto the floor level of said premises of the wing in which the said premises is located	5%
On completion of external plumbing, elevation, terraces with water proofing of the said wing in which the premises is located	5%
On completion of lifts, water pumps, electrical fittings, entrance lobby of the wing in which the premises is located	10%
On Possession	5%
Total	100%

f) In addition to the total price and other charges mentioned in this Agreement, the Allottee shall be liable to pay the following amount

towards the Maintenance including maintenance of the common amenities and infrastructure to be provided in the said buildings/wings.

i) Provisional 24 months maintenance deposit in advance of Rs. _____ adjustable for upkeeping and maintenance of the common amenities and infrastructure in the said entire project lands.

ii) Provisional 24 months maintenance deposit in advance of Rs. _____ adjustable for upkeeping and maintenance of the building in which the said premises is located.

g) The Total Price above excludes Taxes up to the date of handing over the possession of the said Premises.

h) 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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 Allottee, which shall only be applicable on subsequent payments.

i) The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is completed 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the

excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

j) In case the Developer fails to get the revised sanction plans, thereby reducing the Carpet Area then the Allottee/s explicitly confirms to accept such revised Carpet Area ("Revised Carpet Area") and shall not raise any issue with respect to the same. The Sale Consideration thus payable on the basis of the Revised Carpet Area of the said Premises, shall be recalculated and the Developer shall provide a credit for the differential amount of such consideration from the final installment/tax invoice payable by the Allottee/s. The Allottee/s hereby undertake/s and agree/s to execute and register the Supplemental Agreement for Sale or such suitable document as suggested by the Developer for the Revised Carpet Area, which is obligatory on Allottee/s and a pre-requisite for providing credit of the differential amount as mentioned herein.

k) The Developer shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed hereunder written (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). The payment shall be made by the Allottee/s within 7 (seven) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract. For all the late payments Interest at State Bank of India highest Marginal Cost of Lending Rate plus two percent or as specified under the RERA rules from time to time.

l) The payment by the Allottee/s in accordance with the payment Schedule is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Developer has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the payment Schedule Annexure-G attached herein. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

m) The Sale Consideration excludes all taxes, GST, applicable to this transaction currently or in the future (consisting of tax paid or payable by way of any and all levies, duties and cess or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction/ development of the Real Estate Projects and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under this Agreement). It is clarified that all other taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/ payable in future) and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name/nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Developer shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Developer consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Developer or by the Developer against any authority/ies or third party on account of such liability

arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes and this Agreement of the aforesaid amounts / taxes by the Allottee/s.

n) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges, GST, taxes and expenses incidental thereto as also the Other Charges set out in clause hereunder written ("**Other Charges**"). The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as set out above shall be intimated by the Developer to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned hereinunder are only indicative and not exhaustive and the Allottee/s agree/s to pay to the Developer, such other charges/amounts or such increase in the other charges/ amounts as the Developer may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.

o) The Allottee/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

p) The Developer hereby agrees to permit/authorize the Allottee/s to use parking spaces as more particularly described in the **SECOND Schedule** ("**the said Car Parking Space**"). The final location of the said Car Parking Space to be allotted by the Developer to the Allottee/s will be at

the sole discretion of the Developer, on or around the completion date. It is agreed and clarified that the allocation of the said Car Parking Space may be undertaken even post the handing over the possession of the said Premises and same will be binding on the Society / Federation / Association formed by all the Purchasers of the said building/s and becoming members of the respective Society / Federation / Association.

q) The Allottee/s further agree/s and acknowledge/s that;

i. The said Car Parking Space is provided for use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Developer and/or the Society / Federation / Association of the Allottee/s in the Real Estate Project of all building/s and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer or the Society / Federation / Association of Allottee/s in the Real Estate Project of various buildings. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.

ii. Any mechanical / electronic / electrical Car Parking System that is purchased by the Developer from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Developer and / or its affiliates or their successors, MCGM and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Developer to maintain the said Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the

Management of the Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever. The Allottee/s agree/s to extend complete co-operation at all times with the other allottee/s who have been permitted to use the Car Parking Space and ensure that other Allottee/s are able to park their car/vehicles in their permitted car parking space/s at all times, without any difficulty, till such time the Society / Federation / Association of the Allottee/s in the said Real Estate Project takeover day to day affairs and regulate car parking as per Society / Federation / Association Bye-laws.

r) In addition to the Carpet Area of the said Premises, there may be certain constructed areas free of FSI as may be permitted by the MCGM and as more particularly described in the **SECOND Schedule** hereunder written, and shown on the plan annexed hereto and marked as **Annexure "F"** (hereinafter referred to as "**the Additional Areas**"). The Additional Areas shall be exclusive to the said Premises.

s) The Allottee/s confirms that in the instance of the Developer requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the Said Premises of the Allottee/s within the Real Estate Project.

t) In addition to the Carpet Area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, parking Space, Fire safety Service, other

service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project under the Federation / Association of the Societies.

u) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **THIRD & FOURTH Schedule** hereunder written shall be completed at or around occupation certificate of the last real estate project or building / wing in the said entire project lands. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Developer as listed in the **FORTH Schedule** hereunder written.

v) The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to Purchase from the Developer the said Premises on the basis of the Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Developer is agreed on the basis of the Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Developer has neither charged nor recovered from the Allottee/s any price or consideration for the additional areas and the common areas, amenities and facilities and that the additional and the common areas, amenities and facilities shall be allowed to be used free of cost, without any price or consideration. Except the Parking Space as mentioned herein.

w) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM or other competent authority, either the Part or whole Occupation

Certificate in respect of the said building and/or said premises.

x) Time is of the essence for the Developer as well as the Allottee/s; Subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Developer shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving either the part or Full Occupation Certificate in respect thereof. However, the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **THIRD Schedule** are subject to completion of the other building/s in the said entire project lands.

y) Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

z) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

aa) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/RTGS/ECS/NEFT or any other instrument drawn in favour of / to the account of the Developer i.e. "M/s. Devakshee Developers Pvt. Ltd". In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts due and payable to the Developer through an account payee cheque/demand draft/pay order/wire transfer drawn in favour of/to the account of the Developer i.e. "M/s. Devakshee Developers Pvt. Ltd". Any payments made in favour of/to any other account other than as mentioned herein shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Developer

either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each instalments of the Sale Consideration. The Developer shall be entitled to change the account i.e. "M/s. Devakshee Developers Pvt. Ltd" by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and/or the aforesaid financial institution in such new account.

bb) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement as mentioned below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

cc) The Allottee/s is/are aware that the Allottee/s is/are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same. The Payment shall be considered as received unless the credit is reflected into the account of Developer.

dd) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any taxes or amounts under this Agreement as called upon by the Developer or under law,then without prejudice to any other rights or

remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Developer .

ee) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Developer, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Developer to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Developer.

4. **FSI, TDR and development potentiality with respect to the Real Estate Project**:

The Allottee/s hereby agree/s, accept/s and confirm/s that the Developer proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said entire project lands**:

a) The Allottee/s hereby agree/s, accept/s and confirm/s that the developer of the said entire project lands proposes to develop the said entire project lands (by utilization of the full development potential) and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Disclosed Layout and Allottee/s has/have agreed to purchase the said Premises based on the

unfettered and vested rights of the Developer and respective Developer/s in this regard.

b) The Developers / respective Developers shall be entitled to the entire unconsumed and residual FSI in respect of the said entire project lands whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, premium FSI, ancillary FSI, additional FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the reservations to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in the said UDCPR-2020, as amended from time to time or based on expectation of increased FSI which may be available in future on modification of the said UDCPR-2020 which are applicable to the development of the said entire project lands or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developers/Developer/s for utilization and consumption on the said entire project lands and which shall be developed as a proposed /separate phase building/s and the same shall not affect the existing development that is proposed on the said Project Land and neither the Allottee/s nor the Society / Federation / Association shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

6. **Completion Date, Delays and Termination**:

(A) The Developer shall endeavour to complete the construction of the said Premises and obtain the part / full Occupation Certificate from the MCGM for the said Premises by the date i.e. _____

"**Completion Date**"). Provided however, that the Developer shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("**Force Majeure Events**"):

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(B) If the Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 6(A), then the Allottee/s shall be entitled to either of the following:

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

2) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure conditional no objection certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of cancellation within 15 (fifteen) days from the date of the Developer receiving the Allottee/s

Termination Notice, the Developer shall cease to be liable to pay any interest thereafter to the Allottee/s and the Developer shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Developer may deem fit in its sole discretion and thereafter the Developer shall upon resale of the said Premises i.e. upon the Developer subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Developer in terms of this Agreement and exclusive of any indirect taxes, GST, TDS, stamp duty and registration charges as set out in clause below, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the Deed of cancellation. On such repayment of the amounts by the Developer (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the said Car Parking Space, if any, and the Developer shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

(i) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(B)(1) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(B)(2) above.

(ii) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Developer 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.

(iii) Without prejudice to the right of the Developer to charge interest at the Interest Rate as more particularly mentioned at Clause 6(B)(1) and any other rights and remedies available to the Developer, (a) if Allottee/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Developer, as per Clause 40 and/or (ii) the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("**Event of Default**").

(iv) Upon occurrence of an Event of Default, the Developer shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Developer shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the 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 this Agreement.

(v) If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer 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 Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Developer's Termination Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s; On

the receipt of the Developer 's Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

(vi) On the issuance of the Developer's Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and/or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Developer's Termination Notice. Thereupon, the Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Developer may deem fit without any reference to the Allottee/s; and (ii) the Developer shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following ("**the said Deductions**") which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Developer, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% of the Sale Consideration ("**Forfeiture Amount**"), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Developer (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Developer's Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Developer's Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Developer (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Developer (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have opted for any special scheme of the

Developer, the total amount of EMI's borne and paid by the Developer on behalf of the Allottee/s (i) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Developer, which amounts may be refunded by the Developer (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Developer to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. The Allottee/s agrees to execute a deed of cancellation if so, required by the Developer for recording the termination of this Agreement in the form and manner as may be required by the Developer.

(vii) Upon receiving the Developer's Termination Notice, or if the Allottee/s wish/es to terminate this Agreement for Sale for any reasons other than those mentioned in clause 6(B) above, the Allottee/s shall have no claim of any nature whatsoever against the Developer and/or the said Premises and the Developer shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper. The Developer shall upon resale of the said Premises i.e. upon the Developer subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions (as defined above) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Developer in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out herein, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the Deed of cancellation.

(viii) In case if the Developer receives a credit/refund of the GST amount paid

on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Developer to the Allottee/s without any interest thereon.

(ix) The Developer and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Developer. The understanding arrived at in this Clause forms the material and fundamental basis on which the Developer has agreed to sell the said Premises to the Allottee/s.

7. **Procedure for taking possession**:

(i) Upon obtainment of the Part / Full Occupancy Certificate from the MCGM or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Developer shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Developer or the Society / Federation / Association, as the case may be, prior to taking possession. The Developer on its behalf shall offer the possession to the Allottee/s in writing in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.

(ii) The Allottee/s shall take possession of the said Premises within 15

(fifteen) days from the date mentioned in the Possession Notice.

(iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Developer which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs.50,000/- (Rupees Fifty Thousand Only) as an **Interest Free Building Protection Deposit** to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the Premise's Fit Out in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighboring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the said entire project lands Development and shall be without prejudice to other rights and remedies which the Developer is entitled to.

(iv) Upon receiving the Possession Notice from the Developer as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the

Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project and the said entire project lands including *interalia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other competent authority or other concerned local authority and/or Government water charges, water tanker charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project and/or the said entire project lands. Until the Society / Federation / Association is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Developer such proportionate share of advance outgoings as may be determined by the Developer at its sole discretion.

(vi) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the said Premises within the time stipulated by the Developer i.e. within 30 days from the Possession Notice/Possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and other charges, pay to the Developer holding charges at the rate as per intimated in the notice for the said Premises including taxes **("Holding Charges")** and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities (if any) for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

8. If within a period of five years from the date of handing over the Building to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

   Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottee/s in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs/redecoration/any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the said entire project lands.

9. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Developer, the defect liability automatically shall become void. The word “defect” here means only the manufacturing and workmanship defect/s caused on account of willful

neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

(i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

(ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;

(iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/Real Estate Project and/or the said Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/Real Estate Project/ said entire project lands Development, the Developer shall not be liable for the defects therein. The Allottee/s or the Society/Association / Federation of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time; Further the Allottee(s) confirm that they understand that equipment/ systems/appliances as mentioned in the list of amenities are not the manufactured by Developer and these systems of equipment/systems/ appliances. The Developer does not warrant or guarantee or replacement for the use, performance or otherwise of these equipment / systems / appliances.

(iv) That, the Real Estate Project and the said entire project lands Development as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Developer;

(v) That, the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

10. The Allottee/s shall use the said Premises or any part thereof and/or the said Car Parking Space, if any, or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s shall and confirm/s to abide by the rules and guidelines laid down by the Society/Federation / Association to be formed with respect to the said premises, part thereof, car parking spaces and common areas, amenities, E-deck with respect to its maintenance, upkeep and costs incurred thereon by all the building/s purchaser in the said entire project lands.

11. **Facility Manager**

(i) The Developer has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the said entire project lands and/or the said Building/s, and

such decision shall be final and binding until the Society / Federation/ Association transfer in respect of the said entire project lands is executed in favor of the Federation/ Association or individual Society as per the sole decision of Developer and Developers. Thereafter, subject to the provisions of Clause 11(iii) below, the Society and/or the Federation / Association, as the case may be, shall be entitled to undertake the maintenance of the said entire project lands /the Building/s or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Federation / Association, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and/or the Federation / Association, as the case may be, commits default, the Developer shall have a right to rectify the default and recover the expenses from the Society and/or the Federation / Association, as the case may be. The Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the said entire project lands and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Developer shall have the right to designate any space on the said entire project lands and/or the Building/s and/or the said Land and/or the said Building any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Building/s. The Developer shall also be entitled to designate any space on the said entire project lands and/or in the terrace/basement/ common podium of the said Building to such utility provider, either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Buildings and/or the said Building.

(iii) Notwithstanding any other provision of this Agreement,

(a) the Developers and/or the Developer has, till the handing over of the affairs of the New Building/s to the Society and / or the Federation / Association thereof, right to supervise and manage the operation and maintenance of the Building/s and/or the said Building and other common amenities and facilities on the said entire project lands and/or after/during the development of the said entire project lands and shall in this regard be entitled to nominate any one or more persons or agency for undertaking necessary activities in this regard ("**Facility Manager**"). The Developer has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees/occupiers of the premises as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Developer or towards the maintenance charges determined by such agency and / or the Developer. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building.

(b) The Developer shall for the works undertaken in relation to paragraph 11(iii)(a) above, shall be a minimum of [10]% (and escalation thereto) on the actual expenses to be incurred towards management, operation and maintenance of the said Building i.e. SILVER ARK PARADISE common amenities and facilities on the said entire project lands and/or the said entire project lands as management fee ("**Management Fees**") until such time the Society / Federation / Association has been formed and the Developer has handed over the management of the operation and maintenance of the Real Estate Project to the Federation / Association.

(c) The Allottee/s hereby agrees to pay the Management Fees to the Developer in the manner as set out herein and the same shall be due and payable by the Allottee/s from the date of the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier. The amounts set out in the clause 14 and Annexure – G, which include the Management Fees. The Developer shall be entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s every month. The Allottee/s shall solely be liable to proportionate GST on the Management Fees.

(iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said entire project lands and/or the said Building i.e. SILVER ARK PARADISE and/or the said entire project lands and/or the Building/s constructed thereon.

(v) **Formation of the Society / Federation / Association and Transfer of the appurtenant Land to Building/s in the said entire project lands.** Within three months upon 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project of Building being registered by the respective Allottees and the Developer have received the full consideration for the said 51% sold units/premises, the Developer shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s along with the other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made

thereunder and further to conveyance the title of the appurtenant land of the said Building/s in favor of the Federation / Association within three months from receipt of Occupation Certificate or Building/s completion certificate whichever is earlier of all the Building/s under the said entire project lands.

(vi) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises/units in the Real Estate Project alone shall be joined as members ("**the Society**").

(vii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society / Federation / Association and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Developer to register the Society / Federation / Association. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(viii) The name of the Society shall be solely decided by the Developer.

(ix) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.

(x) The Developer shall be entitled, but not obliged to, join as a member of

the Society in respect of unsold premises in the Real Estate Project, if any.

(xi) Post execution and formation of the Society / Federation / Association, the Society shall be responsible for the operation and management and/or supervision of the Building/s and common amenities, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(xii) The Developers / Developer shall be entitled to use and consume the entire development potential on the said entire project lands or part thereof even after formation of the Society / Federation / Association and the Society / Federation / Association and/or the Allottee/s shall have no objection against the same.

(xiii) Post execution of the Society / Federation / Association Conveyance, the Developer shall continue to be entitled to all unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Developer shall not be liable or required to bear and/or pay any amount by way of any contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/ Federation / Association for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the said entire project lands Development.

(xiv) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies / Federation / Association, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies / Federation / Association and their respective

members/intended members including the Allottee/s; as the case may be, and the Developer shall not be liable towards the same.

12. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the Clause 14 and Annexure-G, hereunder with the Developer. The amounts mentioned in the Clause 14 and Annexure-G shall not be accountable by the Developer. The Other Charges are tentative and are liable to be revised by the Developer on or before handing over possession of the said Premises changes, if any, in the amounts shall be intimated by the Developer to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Clause 14 and Annexure-G to the bank account of the Developer, as detailed herein or as may be prescribed by the Developer at the time of payment. For the purposes of this clause, the expression "Developer" includes its nominee.

13. The amounts as mentioned in the clause 14 and Annexure-G are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. The said amounts do not include Property taxes & Water taxes/ water tanker charges Property taxes & water Taxes will be billed separately as and when raised by the MCGM and the Allottee/s shall make payment towards the same immediately to the Developer. If, under some unforeseen circumstances, the Developer is unable to make the requisite applications for MGL connection within 2 (two) year from the date of the Allottee/s making payment to the Developer towards the same, the Developer shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/s agrees to pay to the

Developer, such other charges/amounts or such increase in the abovementioned other charges/ amounts as the Developer may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has understood and accepted that the payment of the above amounts shall be a precondition for handing over possession of the said Premises.

14. In addition, the Allottee/s shall also pay to the Developer an amount towards meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/ Federation / Association, for preparing the rules, regulations and bye-laws of the Society/ Federation / Association, and, the cost of preparing and engrossing the Society Transfer, the Federation / Association transfer and other deeds, documents and writings, as more particularly detailed out herein below;

Sr. No	**Particulars**	**Amount**
1	Charges towards share money, application entrance fee of the Society / Federation / Association and formation and registration of the Society and/or Federation / Association;	Rs.
2	Charges towards meeting all legal costs, charges and expenses;	Rs
3	An amount towards infrastructure / development charges	Rs
4	An amount towards interest free advance maintenance deposit	Rs
5	An amount towards non-interest-bearing adjustable deposit for 12 months	Rs

6	An amount towards Interest Free Security Deposit on fit-out possession.	Rs
	TOTAL	

15. The Developer has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said entire project lands. The Developer has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats /premises in the Real Estate Project and/or on the said entire project lands, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats /premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Developer and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/ premises in the Real Estate Project shall object to the Developer laying through or under or over the said entire project lands or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / wings/buildings which are to be developed and constructed on any portion of the said entire project lands.

16. The development of the said entire project lands envisages construction of underground tanks, firefighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and

recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MCGM from time to time.

17. The Developer has informed the Allottee/s and the Allottee/s is/are aware that in addition to units to be constructed in the said Building/s , the Developer will be entitled, if required by law or in terms of this Agreement, to construct structures ancillary to the said Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said entire project lands or such other structures or provisions on said entire project lands which shall be part of the entire development. In addition to the said ancillary structures, the service lines common to the said Building being constructed on the said entire project lands shall pass through portion of the said entire project lands upon which the said Building is being constructed and other building/s being constructed on the said entire project lands.

18. **Representations and Warranties of the Developer:**

(i) The Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

(a) The Developer is entitled to the Development rights of the said entire project lands as more particularly set out in the Title Certificate annexed herein.

(b) The Developer has a clear and marketable title and has the requisite rights to carry out the development on the said entire project lands and also has

actual, physical and legal possession of the said entire project lands for the implementation of the Real Estate Project;

(c) The Developer has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

(d) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s; (if any)

(e) There are no litigations pending before any Court of Law with respect to the Real Estate Project, except those disclosed to the Allottee/s;

(f) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

(g) The Developer 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 Allottee/s created herein may prejudicially be affected;

(h) The Developer has not entered into any agreement for sale and/or development agreement and/or any other agreement/arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;

(i) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(j) At the time of execution of the Society Federation / Association Transfer, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **THIRD Schedule** hereunder written to the Society / Federation / Association upon obtaining Occupation Certificate;

(k) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Federation / Association transfer and thereupon the same shall be proportionately borne by the Society / Federation / Association; and

(l) 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 entire project lands) has been received or served upon the Developer in respect of the said entire project lands and/or the Real Estate Project/Larger Development, except those disclosed to the Allottee/s.

19. **The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Developer as follows:**

a) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Developer.

b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building/s in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, 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 Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Developer and/or the Society / Federation / Association.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said entire project lands (if applicable) and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said entire project lands and/or the Real Estate Project in which the said Premises is situated or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society / Federation / Association.

g) Not to raise any objection to the utilization of the total FSI of the said entire project lands Development by the Developers / Developer in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s

confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily causes.

h) Pay to the Developer, within 15 (fifteen) days of demand by the Developer, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

i) Bear and pay in a timely manner all amount, dues, taxes. Cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.

j) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

k) The Developer shall not be required to obtain consent in the following events:

i) Any minor additions or alterations, ii) Any addition or alterations to any common areas, amenities, etc, iii) Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

l) That the Allottee/s hereby agree/s and confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority and/or the local development authority not releasing water

connections to the new Buildings. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied either by tanker/s or any other means. The cost of the same shall be charged to the Maintenance account of the Allottee/s managed by the Developer and the Allottee/s confirms their acceptance of the same. The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on estimated basis and the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Developer, the Developer shall raise a quarterly invoice for replenishment of the monthly Maintenance charges to be paid by the Allottee/s to the Developer. The Allottee/s confirm/s to pay such further Maintenance as and when the invoice for the same is raised by the Developer.

m) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities/Larger Development Amenities.

n) Not to change the user of the said Premises without the prior written permission of the Developer and the Society.

o) The Allottee/s is /are aware that the Land Developers / Developer and Other Developers are developing the said entire project lands in the layout and therefore the open space, Reservations, Recreational Grounds for the common use of all the Allottee/s of the said Building. The Allottee/s are further aware that all the pathways/ walkways as shown in the layout plan shall be used by all the Allottee/s of the Occupants under the said Building .

p) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this

Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, of Sale Consideration and all other amounts payable by the Allottee/s to the Developer under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

q) The Allottee/s further confirm/s and agree/s that the Developer shall be entitled to carry out the remaining construction of the upper floors or other Building/s of the said entire project lands, if the same is not completed till then, then in such event the Allottee/s shall not object to or obstruct the construction work. The Developer agrees and confirms that the Developer shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Allottee/s due to the ongoing work, if any. The Allottee/s further agree/s that it shall not seek any costs or damages from the Developer in respect of the further construction of the upper floors.

r) After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

s) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis, prior to society formation, in such event, the Allottee/s shall be required to obtain the prior written permission of the Developer before execution of any such lease and/or leave and license arrangement.

t) The Allottee/s shall observe and perform all the rules and regulations which the Society and/or the Federation / Association may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the respective Society/the Federation / Association with respect to the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, within this Real Estate Project or otherwise, wherever allocated by the Developer at its sole discretion, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

u) The Allottee/s shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

v) The said Real Estate Project is currently known as four Separate Building/s and the Developer herein is entitled to formally re-name the same at a later date and which name shall not be changed by the Allottee/s and/or the individual Society and / or the Federation / Association, as the case may be.

w) The Developer shall be entitled to formally name/re-name the other buildings/Real Estate Projects in the Larger Development at a later date and which name shall not be changed by the Allottee/s and/or the Society / Federation / Association and/or the Other Societies as the case may be.

That the Developer may add his brand and logo as suffix before or after the project name and same will not be removed by the allottee or society / federation at any point of time.

x) The Allottee/s, along with any and all allottees of the units/premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **FOURTH Schedule** hereto. The Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

y) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Developer shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.

z) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on

the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Developer. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

aa) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. Outdoor units of air conditioners shall be strictly fixed at the location provided / specified by the Developer in the Duct area. The Allottee/s shall not install a window / split air-conditioner or use any core cutting or vertical cutting of columns / beams area anywhere else in the said premises apart from the provision made by the Developer. If found that the Allottee/s has/have affixed a window / split air conditioner or an outdoor condensing unit which projects other than the specified location for the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/ its/their obligations as mentioned herein.

bb) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Developer and/or of the Society / Federation / Association.

cc) The Allottee/s has/have been explained by the Developer and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the **FORTH** Schedule hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.

dd) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Developer. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Developer shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

ee) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Developer and/or the said Society and/or the Federation / Association, as the case may be, and of the MCGM and other concerned authorities.

ff) Not to shift or alter the position of, the kitchen, the piped gas system or the toilets which would affect the drainage system in the said Premises in any manner whatsoever. Not to change the façade or outer look of the Premises/ Real Estate Project.

gg) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said entire project lands and/or the Real Estate Project and/or the New Building/s or any part thereof or whereby an increased premium shall become payable in respect of the

insurance.

hh) To abide by, observe and perform all the rules and regulations which the Society and/or the Federation / Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Larger Development and the said Premises therein and for the observance and performance of the 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Federation / Association regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

ii) Not to violate and to abide by all the rules and regulations framed by the Developer / its designated Facility Manager and/or by the said Society and/or the Federation / Association, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Larger Development and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "**Fit-Out Guidelines**").

jj) The Allottee/s agree/s not to do, omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Developer or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

kk) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Developer shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

ll) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the said entire project lands.

mm) Shall not display at any place in the Real Estate Project and/or the said entire project lands any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the said entire project lands or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the said entire project lands.

nn) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate

Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Developer in accordance with such manner, position and standard design laid down by the Developer.

oo) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture work making or any other allied work in the said Premises.

pp) The Allottee/s shall permit the Developer and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Developer/ the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

qq) The Allottee/s is/are aware and acknowledge/s that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

rr) The Allottee/s is/are aware that the Developer or its agents or contractors etc., shall carry on the work / balance of the other New Building/s with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Developer shall endeavor to minimize the cause of the nuisance or disturbance. This is one of the principals, material and fundamental terms of this Agreement.

ss) The Developer shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

tt) The Developer shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Developer from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Developer or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Developer shall not be liable to pay any fees, charges or moneys for the same to the Society.

uu) The Developer shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is transferred to the Society or to the Federation / Association, as the case may be, until the entire development on the said entire project lands is fully completed and Complete Occupation Certificate and Building Completion Certificate is issued by the MCGM for all the building/s.

vv) The Allottee/s has/have been explained by the Developer, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to visit / reside the Real Estate Project prior to obtaining of either part or whole Occupation Certificate in respect thereof.

ww) The Developer has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, allotted alongwith this agreement shall be permitted strictly within the designated car parking spaces within the Real Estate Project and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. In case the Allottee/s does not opt for Car Parking along with the said Premises under this agreement, then the Developer is under no obligation thereafter to provide a car parking to the Allottee/s in the future.

xx) In order to regulate vehicular movement and discipline within the said entire project lands, the Developer has abundantly informed, disclosed and clarified to the Allottee/s that Car / Bike stickers shall be provided to the Allottee/s based on the number of car parking spaces allotted to them under this Agreement and it will be mandatory for the car / bike wheelers stickers to be displayed on the vehicle at all given times, without which vehicle access at anyplace within the Real Estate Project

and/or the Larger Development and/or the said entire project lands shall not be permitted. It is further confirmed and agreed by the Allottee/s that per Flat premises only ONE (1) bike parking will be provided and further the Allottee/s or their family members shall not be allowed to park bike/two wheelers/Bicycle anywhere in the common space of the entire building premises or any other place in the said entire project lands except as provided by the Developer.

yy) The Developer may provide, at its sole discretion, car / bike / bicycle parking in the open spaces, subject to approval from the statutory authorities and other respective developers, in the form of stack car parking / conventional car parking and/or any other form as they may deem fit anywhere within the Real Estate Project and/or in the said entire project lands for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.

zz) Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Developer shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Developer, failing which the Developer shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

20. It is agreed that as and when the Developer enters into agreements/ arrangements with any person, or otherwise the Developer is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Developer or any person as may be nominated by the Developer in that

behalf, as the case may be, and pay such amount as may be fixed by the Developer or its nominee, to the Developer or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Developer is obligated / liable to provide all or any of the Utilities, whether or not the Developer has entered into agreements / arrangements with any person, or otherwise the Developer is in a position to provide all the Utilities or any of them.

21. The Developer and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said entire project lands and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Developer and/or such professional agency.

22. The Allottee/s hereby nominate/s _____ ("**the said Nominee**") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Developer in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of

and/or by the said Nominee. The Developer shall, at its discretion, be entitled to insist on a Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Developer may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developer, as may be necessary and required by the Developer.

23. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Developer. The Developer will grant it's no objection, whereby the Developer will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("**said No Objection Letter**"), provided however, that the Developer shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favor of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Developer's right to receive the full Sale Consideration and other charges and to develop the balance of the said entire project lands and such mortgage in favor of such Bank shall be subject to the Developer's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance out of Sale Consideration of the said Premises directly to the Developer as per the schedule of the payment of the Sale Consideration as set out hereinabove and such No Objection Letter;

Declarations

(i) he/she/it/they is/are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or otherwise.;

(ii) he/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;

(iv) none of his/her/its/their assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;

(v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is/are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;

(vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

(vii) he/she/it/they has/have not compounded payment with his/her/its/ their creditors;

(viii) he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Larger Development and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Developer, provide such security as may be required by the Developer towards the payment of the Sale Consideration and the Installments.

Notwithstanding the aforesaid the Allottee/s further agree(s) and undertake(s) that in the case of any default on his/her/its/their part in making payment of Pre-EMI / EMI to the Bank/Financial Institution for the housing loan availed in respect of the said Premises and subsequent action by the Bank/Financial Institution under any provisions of law including SARFAESI, then the Allottee/s shall intimate to the Bank/Financial Institution in respect of unpaid consideration a/w interest and other charges as stated herein. The Allottee(s) further agree(s) and undertake(s) not to enter into any settlement under one time settlement or any other scheme with the Bank / Financial Institution prejudicial to the interest of the Developer and also agree(s) and undertake(s) to intimate to the prospective purchaser about unpaid dues in consequence to action instituted under SARFAESI / otherwise. The Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Developer in respect of unpaid dues as contemplated herein.

24. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident/foreign national of Indian Origin during the subsistence of

this Agreement that, in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/its/their 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 Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Developer accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

25. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. In case the transaction being executed by this agreement between the Developer and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/allottee/both, as the case may be, in accordance with the

agreed terms of payment.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or the said Car Parking Space, if any, or the Real Estate Project or the said entire project lands and/or any building/s as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, reservations and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the execution of the Society Transfer and/or the Federation / Association, as the case may be.

28. **DISCLOSURES AND TITLE:**

(A) The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Developer have made full and complete disclosure of their right, title and interest in the Real Estate Project and the proposed development on the said entire project lands and the said Premises and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Developer to the said Premises and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Developer on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

(a) Nature of the right, title and interest of the Developer to undertake construction on the said entire project lands and future development on the said entire project lands and the development of the Real Estate Project and the encumbrances thereon.

(b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises.

(c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **FORTH Schedule** hereunder written.

(d) FSI utilized and/or to be utilized in the Real Estate Project / of the said entire project lands as setout herein.

(e) The nature of the organization to be constituted of the Allottee/s of the Premises in the Real Estate Project and the Allottee/s of the other Real Estate Projects in the said entire project lands.

(f) The Approvals to be obtained, in relation to the Real Estate Project / development of the said entire project lands.

(g) Nature of responsibilities of the Developer and Allottee/s under this Agreement.

(h) Nature of inter-se roles, responsibilities and obligations of the Developer shall be as per the terms of the Agreements executed between them.

(i) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings.

(j) The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.

(B) The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have

independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the development of the said entire project lands and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Developer in respect of the Real Estate Project, the development of the said entire project lands and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Developer shall not be held liable for anything not stated in this Agreement.

(C) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings payable in pursuance hereof to the Developer in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

(D) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Developer shall have option to allot any other Premises of the same area, in lieu of the Premises hereby agreed to be sold, provided that the Sale Consideration shall be adjusted at the same rate as agreed herein.

29. **Mortgage or Creation of Charge:**

After the Developer executes this Agreement, he shall not mortgage or create a charge on the said building or said Premises 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 Allottee/s who has taken or agreed to take such said Premises.

30. **Binding Effect**:

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

31. **Entire Agreement:**

This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:

(a) Any and all understandings, any other agreements, Application form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space, if any.

(b) All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

32. **Right to Amend:**

This Agreement may only be amended through the written consent of the Parties.

33. **Provisions of this Agreement Applicable to the Allottee/s Subsequent 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 Real Estate Project and the Larger Development shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

34. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made

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

35. **Method of Calculation of Proportionate Share:**

Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the Carpet Area plus balcony area of the said Premises to the total carpet area plus balconies area of all the other premises/ units/areas/spaces in the Real Estate Project.

36. **Further Assurances:**

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

37. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Developer, through their authorized signatories, at the Developer's office or at some other place which may be mutually agreed between the Developer and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Developer or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

38. **Notices:**

All notices to be served on the Allottee/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee/s, as the case may be.

39. **Joint Allottee/s:**

In case there are Joint Allottee/s, all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

40. **Stamp Duty and Registration:**

(i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

(ii) The Allottee/s and/or the Developer shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

41. **Dispute Resolution:**

(i) If any dispute or difference, arises between the parties at any time then the aggrieved Party shall notify the other Party in writing thereof and the parties shall endeavor to resolve the same by mutual discussions and agreement within reasonable time period and any such dispute between parties shall be settled amicably.

(ii) In case of failure to settle the dispute amicably, the dispute shall be referred to the MAHARera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(iii) The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advice and that the terms and conditions mentioned herein are not arbitrary or one sided.

42. **Governing Law:**

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

43. **Permanent Account Number:**

The Permanent Account Number of the Parties are as follows;

Developer: Pan No. _____

Allottee/s: Pan No. _____

IN WITNESS WHEREOF the 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 hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO: -

ALL THAT piece or parcel of land bearing sub-divided plot of land bearing Survey No.346, Hissa No.1 bearing C.T.S. No. 3048 to C.T.S.No. 3051, in Total admeasuring 762.40 sq.mtrs. or thereabouts, in the Village - KoleKalyan, Taluka - Andheri, Mumbai - District of Greater Mumbai, in the Registration District and Sub-District of Mumbai Suburban District, Santacruz (East), Mumbai – 400 055 in the Registration District and Sub-district of Mumbai Suburban along with structure standing thereon known as Silver Ark, Vakolawala Co-operative Housing Society Ltd.

THE SECOND SCHEDULE ABOVE REFERRED TO

("New Premises")

New Flat No.____ admeasuring ___ Sq. Ft. RERA carpet area on ___ Floor along with 1 (one) car parking space No. _____ in the new Building Silver Ark Paradise to be constructed on the Property mentioned hereinabove in First Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Areas, Facilities and Amenities in the Real Estate Project)

External Amenities

- Grand double height Entrance lobby with Marble flooring and wall Cladding.
- Landscaped RG areas.
- 3 Spacious High-speed elevators and 1 fire elevator.
- CCTV in Entrance lobby and designated common areas.
- Intercom &Video door phone.

- Rain water harvesting system.
- External area lighting.
- DG power backup for common areas.
- Pit Car Parking's
- Firefighting equipment's in common areas
- Multi-purpose open area on Amenities floor
- Multi-purpose covered area on amenities floor

THE FORTH SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Premises)

Residential unit Amenities

- French windows in living room.
- Vitrified tiles flooring in entire flat.
- Well planned kitchen with exquisite granite platform with S.S. Sink.
- Modular kitchen
- Designer tiles up to beam bottom in kitchen.
- Adequate electrical point for maximum utility.
- Circuit breaker for the safety for your family.
- A.C. and T.V. point in all bedroom.
- Designer bathroom and toilet with elegant fixtures concealed plumbing with quality sanitary ware.
- Storage water tank & geyser in bathroom & toilet.
- P.O.P. finished walls with plastic paints in entire flat.
- Laminated internal doors with decorative fitting and marine flush doors in bathroom.
- Anodized aluminum sliding windows with tinted glass.

- **IN WITNESS WHERE OF** the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed, sealed and delivered by the)
Developers M/s. Devakshee Developers)
Pvt. Ltd. through……)
Mr._____)

In the presence of…

1.

_____

2.

_____

)
)
)
)
)
)
)
)
)
)

In the presence of…

1.

_____

2.

_____

Signed, sealed and delivered by the)
within)
Purchaser)

In the presence of…

1.

_____

2.

_____

RECEIPT

RECEIVED of and from the within named Allottee/s, the sum of Rs._____ (**Rupees _____ Only)** towards Installments / Part Payment for the said Premises mentioned at **SECOND Schedule** hereinabove written paid by him/her/it/them to the Developer, as mentioned below.

Sr No.	Cheque No.	Date	Bank Name/UTR No.	Amount In Rs.

We Say Received

For M/s. Devakshee Developers Pvt. Ltd.

Authorised Signatory/ies
(Developer)

Witness:

1.

2.

List of Annexures

Annexure "A"	:	Copy of the Commencement Certificate
Annexure "B"	:	Plan of the Sanctioned Layout Plan of said entire project lands / Disclosed Layout
Annexure "C"	:	The copy of the I.O.D
Annexure "D"	:	Copy of the RERA Certificate
Annexure "E"	:	Title Certificate by Advocate
Annexure "F"	:	Copy of the Sanctioned Floor Plan of the said Premises
Annexure "G"	:	Payment Schedule / Cost Sheet

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DATED THIS DAY OF 2023

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BY AND BETWEEN

M/s. Devakshee Developers Pvt. Ltd.

…. THE DEVELOPER

AND

[●]

… THE ALLOTTEE/S

==========

AGREEMENT FOR SALE

(_____)

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