REPORT OF DEVIATION

The Following Clauses have been deviated from the Agreement for Sale:

1. THE RECITALS FORM PART OF THE AGREEMENT: -

The parties hereby agree and confirm that all the recitals of this Agreement shall form an integral part of the operative portion of this Agreement as if the same is set out and incorporated herein verbatim and shall be read accordingly.

2. DESCRIPTION OF THE PROJECT: -

2.1 The Developers have demolished the said Building and have commenced construction of new residential building to be named as "_____" (hereinafter referred to as **"the said New Building"**) to be constructed on the said Properties.

2.2 The Developers have commenced the construction of the said New Building as per the Building plans sanctioned by the Competent Authority which have been seen and approved by the Purchaser/s /Allottee/s with only such modifications as the Developers may consider necessary or as may be required by the concerned local or Government Authorities without taking permission/consent from the Purchaser/s/Allottee/s **PROVIDED HOWEVER** the Developers shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of variations or modifications which may adversely affect the said Unit of the Purchaser/s/Allottee/s except any alteration or addition required/necessitated by any Government authorities or due to change in the law.

3. AGREEMENT: -

3.1 The Developers have agreed to sell on an "ownership basis" and the Purchaser/s/Allottee/s has/have agreed, to purchase and acquire from

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the Developers on an "ownership basis", **a Unit** bearing No.__ admeasuring __sq. feet RERA carpet area, on the ___floor of the _____Wing of the, said New Building being constructed on the said Plot (hereinafter referred to as the **"said Unit"**) for the total consideration of Rs._____/- (Rupees _____ only) [subject TDS at the applicable rate] (hereinafter referred to as **"the said Total Consideration"**) [which includes the proportionate price of the common areas and facilities appurtenant to the said Unit to be paid by the Purchaser/s /Allottee/s to the Developers in the following manner as stated in Clause 4 herein below.

3.2 For the purpose of this Agreement, the carpet area of the said Unit is as defined under the Real Estate (Regulation and Development) Act, 2016 (**RERA**).

3.3 The Developers have agreed to permit the Purchaser/s/Allottee/s to use _____ car park space (hereinafter referred to as **"the said Car Parking Space/s"**) as a permanent amenity annexed and appurtenant to the said Unit.

3.4 The said Unit and the said Car Parking Space/s are more particularly described under the **Second Schedule**.

3.5 Earmarking of specific car parking space/s will be done at the time of offering possession of the said Unit and the Purchaser/s/Allottee/s shall not have any objection to the same. Each allotted car parking space/s will entitle the Purchaser/s/Allottee/s to park only one vehicle. The Developers shall cause the said Society to confirm the car parking space/s allotted to Purchaser/s/Allottee/s at the time of admitting such Purchaser/s/Allottee/s as member/s of the said Society. In case of transfer of the said Unit, the right to use car parking space/s shall be automatically transferred along with the said Unit. The right to use car parking space/s under no circumstances is separately transferable.

3.6 This right to use car parking space/s shall not confer upon the Purchaser/s /Allottee/s any right of ownership of the space/s on which such parking facility is provided. Un-earmarked car parking space/s, if any, shall continue to belong and remain in possession of the

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Developers. It shall be the discretion of the Developers to all of such un-earmarked car parking spaces, at their sole discretion.

3.7 The Purchaser/s/Allottee/s agree/s that car parking space/s would be used exclusively for the parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, including housing pets, cattle, animals, furniture, or goods, etc. The car parking right shall be an integral part of the said Unit and it cannot be detached from the said Unit.

3.8 All provisions in respect of the carparks shall apply as it is to all future transfer/s by the Purchaser/s/Allottee/s and their successor/s-in-title of the said Unit. The Purchaser/s/Allottee/s agree/s that all such reserved allotted car parking spaces shall not form part of the common areas of the said New Building.

3.9 It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the restricted common areas and facilities along with the said Unit. The nature, extent, and description of such restricted common areas and facilities and percentage of undivided interest which the Purchaser/s/Allottee/s will enjoy in the restricted common areas and facilities appurtenant to the said Unit is set out in the Annexure X hereunder written.

3.10 It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the common areas and facilities along with the said Unit. The nature, extent, and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s/Allottee/s will enjoy in the common areas and facilities appurtenant to the said Unit is set out in the Annexure X hereunder written. Save and except the common areas mentioned in the Annexure X the Developers will be entitled to declare other areas as common areas at their own discretion.

3.11 The Developers shall confirm the final carpet area of the said Unit after the construction of the said New Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% percent. The said Total Consideration payable

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for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit, then the Developers shall refund the excess money paid by Purchaser/s/Allottee/s prior to handing over possession of the said Unit. If there is any increase in the carpet area allotted to the Purchaser/s/Allottee/s within the defined limit, the Developers shall demand an additional amount from the Purchaser/s/Allottee/s and the same shall be paid by the Purchaser/s/Allottee/s to the Developers before taking the possession of the said Unit. All these monetary adjustments shall be made at the same rate per square feet RERA carpet area as agreed in Clause 3 of this Agreement.

3.12 Time is the essence of the contract, for the Developers as well as the Purchaser/s/Allottee/s. The Developers shall abide by the time schedule for completing the said Project and offering possession of the said Unit to the Purchaser/s/Allottee/s after receiving the Occupancy Certificate from the Competent Authority. Similarly, the Purchaser/s/Allottee/s shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meet the other obligations under this Agreement.

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

3.14 The Developers shall provide the amenities and specifications in the said New Building and in the said Unit as per the list of amenities and specifications annexed hereto and marked as **Annexure "X";**

4. PAYMENT TERMS AND TAXES:

4.1 The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Developer, the balance amount of Rs ..... (Rupees .....) as mentioned in detail in **Annexure "XI".**

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4.2 The Purchaser/s/Allottee/s shall in addition to the said Total Consideration also pay GST (Goods Service Tax) Rs. _____/- (Rupees _____Only) as per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Unit and/or on this Agreement. In the event, if any additional amount becomes payable over and above the said Total Consideration by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, service tax, or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Purchaser/s/Allottee/s alone shall be responsible to pay the same to the Competent Authority.

4.3 The said Total Consideration is escalation-free. It is agreed by and between parties hereto that in addition to the said Total Consideration the Purchaser/s/Allottee/s shall pay all other amounts to the Developers as set out herein. The Developers agree and undertake that while raising demand on the Purchaser/s/Allottee/s for any such future levies imposed by the Competent Authorities, the Developers shall enclose the said notification/order/ rule/ regulation published/issued to that effect along with the demand letter.

4.4 It is hereby expressly agreed that the time for payment of each of the installments of the said Total Consideration as mentioned hereinabove shall be an essence of the contract. The Purchaser/s/Allottee/s shall pay the installments on the respective due date without fail/s and without any delay or default or demur. The Developers will forward to the Purchaser/s/Allottee/s an intimation of having carried out the work against which the installment is due, under certificate of posting at the address given by the Purchaser/s/Allottee/s under this Agreement and the Purchaser/s/Allottee/s shall be bound to pay the amount of installments within 15 days of the receipt of such intimation. The Developers shall also mail the same intimation at the e-mail address provided by the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s do/doth hereby agree/s and undertake/s to give intimation to the Developers about change in his/her/their address if any. For the purpose of this clause, the Purchaser/s/Allottee/s shall be deemed to have received the intimation within the period in which same would be delivered in the normal course.

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4.5 The Purchaser/s/Allottee/s is/are required to deduct TDS at the applicable rate from each of the installments payable by him/her/them under these presents. The Purchaser/s/Allottee/s doth/do hereby irrevocably agree/s and undertake/s:

(i) to deposit TDS deducted by him/her/them with the Income-tax Department time period stipulated under the law.

(ii) to furnish to the Developers, the TDS Certificate in Form 16B along with the copy of Challan in Form 26QB within the time period stipulated under the law.

4.6 The Purchaser/s/Allottee/s agree/s and confirm/s that until the Purchaser/s /Allottee/s comply/complies with the aforesaid obligations of the payment of TDS, then in spite of receipt of the said Total Consideration, the Developers shall be entitled to withhold the possession of the said Unit.

5. OBLIGATIONS OF DEVELOPERS: -

5.1 The Developers do hereby agree to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Unit to the Purchaser/s/Allottee/s, obtain from the concerned local authority, Occupancy Certificate in respect of the said New Building.

5.2 The Developers do hereby agree and undertake that they shall construct the said New Building as per the sanctioned plans, with such modifications/amendments as the Developers may from time to time get sanctioned/ approved by the Competent Authorities.

6. PENALTIES, TERMINATION, AND CONSEQUENCES OF TERMINATION: -

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6.1 In the event of any delay or default on the part of the Purchaser/s/Allottee/s, in making payment of any of the installments' or amounts, the Developers shall, without prejudice to their other rights in law including the right of termination, be entitled to claim interest at the prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon (**"the Interest Rate"**) on all and any such delayed payments computed from the date such amounts become due and payable till the date such amounts are fully and finally paid together with the interest thereon to the Developers as per the provisions of the said Act and Rules made thereunder.

6.2. If the Developers fail to abide by the time schedule for completing the said Project as well as offering possession of the said Unit to the Purchaser/s /Allottee/s, the Developers do hereby agree to pay to the Purchaser/s/Allottee/s, who do not intend to withdraw from the said Project at the then-prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon (**"the Interest Rate"**) per annum on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the Developers offer possession. The Purchaser/s/Allottee/s agree/s to pay to the Developers, interest as set out in Clause 6.1 hereinabove on all the delayed payments which become due and payable by the Purchaser/s/Allottee/s to the Developers under the terms of this Agreement from the date such respective amount becomes due and payable by the Purchaser/s/Allottee/s to the Developers.

6.3. Without prejudice to the right of the Developers to charge interest in terms of the Clause 6.1 hereinabove, if the Purchaser/s/Allottee/s, commit/s default/s in making payment of his/her/their respective installment on such respective due dates to the Developers under this Agreement, then the Developers shall at their option, be entitled to terminate this Agreement.

6.4 **PROVIDED HOWEVER** that the Developers shall before exercising their right to terminate this Agreement, give 30 days' written notice to the Purchaser/s/Allottee/s, by Registered Post AD at the address provided by the Purchaser/s/Allottee/s and also mail the same at the e-mail address provided by the Purchaser/s/Allottee/s, of their intention to terminate this Agreement for the specific breach or

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breaches of terms and conditions for which the Developers intend to terminate this Agreement. In the event, that the Purchaser/s /Allottee/s fail/s to rectify(s) the breach or breaches mentioned by the Developers within the notice period then at the expiry of the notice period, then this Agreement shall stand terminated and Developers shall be entitled to deal with the Unit in the manner they desire proper.

6.5 **PROVIDED FURTHER** that upon the termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s/Allottee/s, (after forfeiting the earnest money paid by the Purchaser/s /Allottee/s under Clause 4.1 (i) and adjustment and recovery of the interest if any),the amount which may till then have been paid by the Purchaser/s/Allottee/s to the Developers towards the consideration without any interest within a period of 30 days of the termination of this Agreement, only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

6.6. The Purchaser/s/Allottee/s hereby declare/s that he/she/they shall bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s/Allottee/s have booked the said Unit and the rate prevailing at the time of the termination by the Purchaser/s/Allottee/s, of this Agreement relating to the said Unit. The Purchaser/s/Allottee/s will also be liable to pay interest on any default payment/s (due till the time of termination) as per the terms, contained herein, at the time of making accounts when the Purchaser/s/Allottee/s has/have expressed his/her/their desire to cancel this Agreement relating to the said Unit. It is agreed by and between the parties that, all the above-referred amounts due and payable by the Purchaser/s/Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Developers from the Purchaser/s/Allottee/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s/Allottee/s only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

6.7 The Developers agree that if, for the reason other than those stated in Clause 12 herein below, they fail to offer possession of the said Unit on the said Possession Date (defined herein below), the Purchaser/s

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/Allottee/s shall have an option to withdraw from the said Project and terminate this Agreement and in such case, the Purchaser/s /Allottee/s shall notify the Developers in writing of his/her/their intention to withdraw from the said Project and cancel and terminate this Agreement. In the event the Purchaser/s/Allottee/s exercise his/her/their option to terminate this Agreement by sending notice inwriting, then the Developers shall be liable, to refund/pay to the Purchaser/s/Allottee/s, within a period of 30 days from receipt of the written notice of the Purchaser/s /Allottee/s: (i) all amounts already received by them under these presents after deducting earnest amount and brokerage charges if any, paid by them; (ii) interest at the said Interest Rate from the date the Developers have received the respective sums till amount and interest thereon is repaid. It is agreed between the parties hereto that, the Developers shall refund all the amounts received by them under these present as aforestated only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

6.8 Upon cancellation of this Agreement and refund of the amount as aforesaid by the Developers to the Purchaser/s/Allottee/s, all the rights of the Purchaser/s/Allottee/s accrued to him/her/them under this Agreement shall come to an end and the Developers shall be at liberty to dispose of and sell the said Unit, to any third party, and on such terms and conditions as the Developers may in their absolute discretion, deems fit and proper, without any reference and/or recourse to the Purchaser/s /Allottee/s.

6.9 If the Purchaser/s/Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks a loan from financial institutions, banks or other institutions/Employer against the security of the said Unit subject to the consent and approval of the Developers, then in that event, the Purchaser/s/Allottee/s committing a default of the payment of the installments/s of the said Total Consideration and in that event, if the Developers exercises their right to terminate this Agreement, the Purchaser/s/Allottee/s hereby undertake/s to clear the mortgage debt outstanding at the time of such termination and the Purchaser/s/Allottee/s shall obtain the necessary letter from such

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Bank, financial institution, employer's bank as the case may be, confirming that the Purchaser/s/Allottee/s has/have cleared the mortgage debt. On receipt of such letter from the bank, financial institution, employer's bank of the Purchaser/s/Allottee/s, etc. as the case may be, the Developers shall be entitled to refund the amount (after deducting the earnest amount and brokerage charges if any, paid by them) under these presents **PROVIDED HOWEVER**, if the Purchaser/s /Allottee/s fail/s to repay the loan and clear the debt, the Developers shall directly pay the amount payable to the bank, financial institution, employer's bank of the Purchaser/s/ Allottee/s or other such institutions who would have made the payment on behalf of the Purchaser/s/Allottee/s from the amount standing to the Purchaser's credit with the Developer towards the said Unit and (paid by him/her/them to the Developers towards the consideration amount) to the extent of the mortgage debt so as to clear the same. Only on receipt of the letter of clearance of debt from such bank, financial institution, employer's bank of the Purchaser/s/Allottee/s, the Purchaser/s /Allottee/s shall be entitled to the refund of the balance amount, if any, standing credited to the account of the Purchaser/s/Allottee/s with the Developers towards the said Unit **NOTWITHSTANDING** all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s/Allottee/s to pay the respective installment/s on the due date/s to the Developers, The Purchaser/s /Allottee/s shall not be permitted to raise any contention to defend his /her/ their failure to pay the installments/s on time and on the respective due date/son the ground that he/she/they has/have applied for the loan to such banks, financial institution, his/her/their employer's or such other institution and further the said loans are under process and sanction awaited and/or is rejected.

6.10 It is agreed between the parties hereto, that in case this Agreement is terminated by either of them as aforestated, then in such an eventuality, the Purchaser/s/Allottee/s shall not be entitled to claim from the Developers, refund in respect of the stamp duty, registration charges, paid by him/her/them under these presents and/or any other amount including GST paid to the Competent Authorities.

7. USE OF UNIT AND CAR PARKING SPACES: -

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7.1 It is expressly agreed between the Parties hereto that, the Developers and the Purchaser/s /Allottee/s that, the said Unit shall be utilized for the purposes sanctioned by the Competent Authority and car parking space/s shall be used only for parking vehicle belonging to the Purchaser/s/Allottee/s and for no other purpose whatsoever. The Purchaser/s /Allottee/s do/doth hereby agree/s not to change the user of the said Unit without prior consent in writing of the Developers / said Society as the case may be.

8. TITLE: -

8.1 The Purchaser/s/Allottee/s confirm/s having inspected the original title certificate and further confirm/s that the copy annexed hereto is the true copy of the Original Title Certificate inspected by the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s accept the title of the said Property and entitlement of the Developers to sell the Units, and the Purchaser/s/Allottee/s do/doth hereby agree/s not to raise any further or other requisitions or objections to the title in respect of the said Property more particularly described in the **First Schedule** hereunder written and /or entitlement of the Developers to develop the same and sell the premises comprising in their entitlement.

8.2 The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Developer has planned to utilize Floor Space Index of _____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of_____ as_____ proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

9. DATE OF POSSESSION: -

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9.1 The Developers shall (subject to the force majeure clause mentioned in Clause 12 hereinbelow), offer possession of the said Flat to the Purchaser/s/Allottee/s on or before _____after procuring full Occupation Certificate (**OC**), from the Competent Authority, in respect of the said New Building **PROVIDED HOWEVER** the Developers shall have received from the Purchaser/s/Allottee/s the Total said Consideration and other amounts due and payable by the Purchaser/s /Allottee/s to the Developers under these presents in respect of the said Unit and have also furnished Certificate(s) for Tax Deducted at Source to the Developer.

9.2 The Developers shall after procuring OC from the Competent Authority in respect of the said New Building, offer possession of the said Unit by giving 30 days written notice to the Purchaser/s/Allottee/s *inter alia* informing him/her/them that the said Unit is ready for use and occupation along with a copy of OC in respect of the said New Building. The Purchaser/s /Allottee/s shall be deemed to have taken possession of the said Unit on expiry of such notice period.

9.3 If the Developers are not able to offer possession of the said Unit to the Purchaser/s/Allottee/s on the said Possession Date on account of any reasonable cause or circumstances beyond their control as mentioned in Clause 12 herein, the Purchaser/s/Allottee/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies available under the said Act.

10. MAINTENANCE CHARGES AND OTHER OUTGOINGS:

10.1 The Purchaser/s/Allottee/s hereby declare and confirm with the Developers that irrespective of whether the Purchaser/s/Allottee/s has/ have taken physical possession of the said Unit or not, he/she/they shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the floor area of the said Unit) in respect of the said Property including local taxes, cesses, rates, N.A charges, land revenue, betterment charges and all other levies and charges by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Collector's charges, Chowkidar and Sweeper charges, Maintenance charges and all other expenses necessary and incidental to the administration, management

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and maintenance of the said New Building including the said Plots from the date of deemed possession.

10.2 The Purchaser/s /Allottee/s further agree/s that the Purchaser/s /Allottee/s at the time of taking possession of the said Unit pay to the Developers/Society 12 months advance maintenance charges as may be decided by the Developer/Society. The Purchaser/s/Allottee/s do/doth hereby further agree/s, declare/s and confirm/s with the Developers that till said Society admits the Purchaser/s/Allottees as member/s of the said Society and accept/s the maintenance directly from the Purchaser/s/Allottee/s in respect of the said Unit, the Purchaser/s /Allottee/s undertake/s to continue to pay such provisional maintenance charges as aforestated, on expiry of every 12 months in advance for every subsequent 12 months on demand being made by the Developers and shall not withhold the same for any reason whatsoever. The amount so paid by the Purchaser/s /Allottee/s to the Developers shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developers till Purchaser/s/ Allottee/s is/are admitted as Member/s of the said Society in respect of the said Unit. The Developers shall deposit the aforesaid amounts if any, (less deductions provided in this Agreement) with the said Society against the Purchaser/s/Allottee/s is/are admitted as member/s of the said Society, **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by the Competent Authority or any other authority by reason of any permitted use of the said Unit, the Purchasers/Allottees shall alone bear and pay such special taxes and rates. The Purchasers/Allottees shall observe and perform all rules and regulations of the Competent Authority, the said Society, and the statutory Bodies.

10.3 After the Developers hand over the charge of the said New Building to the said Society, the Purchaser/s /Allottee/s shall be liable to pay the maintenance charges and outgoings directly to the said Society as per the bills as may be raised by the said Society from time to time, Provided, however, the said Society has admitted the Purchaser/s/Allottee/s as its member/s.

10.4 Wherever in this Agreement it is stipulated that the Purchaser/s/Allottee/s to make any payment, in common with other

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Purchaser/s /Allottee/s in respect of the said Project, then the same shall be in proportion to the carpet area of the said Unit to the total carpet area of all the Unit in the said Project.

11. OTHER CHARGES: -

11.1 The Purchaser/s/Allottee/s shall on or before taking possession of the said Unit pay to the Developers the following amounts:

(i) Rs. ___/- (Rupees ___ Only) towards Share Application Money, Membership Fees;

(ii) Rs. ____/- (Rupees ___ only) towards the lumpsum amount of legal charges;

(iii) Rs. ____/- (Rupees ___ only) towards Society Formation Charges;

(iv) Rs. ____/- (Rupees ___ only) by way of reimbursement of expenses incurred by the Developers towards Security Deposits for obtaining the water connection, electricity connection, telephone, and cable facility infrastructural facilities, or any other tax or charges or fees or payment of a similar nature becoming payable by the Developers after or upon the sanction of the plans or levied with retrospective effect.

(v) Rs. ____/- (Rupees ___ only) towards Maintenance Charges (Rs. 15/- per sq. ft Carpet Area for 12 Months);

(vi) Rs. ____/- (Rupees ___ only) towards Club House and Development Charges.

Total: Rs. _____/- (Rupees _____ only)

11.3 The Developers shall maintain a separate account in respect of sums received by them from the Purchaser/s/Allottee/s and utilize the aforesaid amounts only for the purposes for which they have been received as the Developers may in its sole discretion deems fit and the Purchaser/ s/Allottee/s undertake/s not to object /demand /direct the Developers to adjust the payments in any manner.

11.4 The Developers shall not be liable to refund or to give to the Purchaser/s /Allottee/s any charges collected by them under these presents. The Purchaser/s/Allottee/s also agree/s to deposit with the Developers, any further additional amount by way of ad-hoc

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maintenance charges as and when called for by the Developers without any delay or demur.

11.5 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. FORCE MAJEURE: -

12.1 The Developers shall be entitled to a reasonable extension of time for offering possession of the said Unit to the Purchaser/s/Allottee/s from the said Possession Date, if the Developers are prevented from carrying out the construction due to any Force Majeure reasons, such as:

(i) War, civil commotion or act of God, affecting the said Property;

(ii) Total or partial countrywide/state/regional lockdown due to outbreak of any pandemic, endemic, or epidemic;

(iii) Any notice, order, rule, notification or directive of the Government and/or any local or public or private body or authority or any other Competent Authority or other public authority or any order issued by Court or any Tribunal or any quasi-judicial body or authority which would prejudicially affect the development in respect of the said property;

(iv) Shortage of raw materials which affects the entire industry of construction, and

(v) Stoppage of work due to any order of injunction arising out of any notice, claim or dispute in respect of the said Property.

13. MEMBERSHIP OF THE SOCIETY: -

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13.1 As per the terms of the said Development Agreement, the said Society shall admit Purchaser/s /Allottee/s of the Developers Premises as member/s of the said Society upon membership application being made by the Purchaser/s /Allottee/s as per the bye-laws of the said Society, without charging any transfer charges/transfer fees/premium or donation from the Developers or from Purchaser/s /Allottee/s in respect of the said Unit.

13.2 The Purchaser/s/Allottee/s of the Developers Entitlement shall be enrolled as member/s of the Society only on the payment of (i) Share Application Money (ii) Entrance Fees; (iii) Membership Fees and (iv) Contribution towards sinking fund as per the terms of the said Development Agreement.

13.3 The Purchaser/s/Allottee/s on becoming member/s of the said Society shall abide by all the rules, regulations, and bye-laws adopted by the said Society and amendments thereto from time to time including payment of maintenance bills and other charges as per the bills as may be raised by the said Society.

14. DEFECT LIABILITY: -

14.1 The Purchaser/s/Allottee/s shall check all the fixtures and fittings in the said Unit before taking possession of the same. Thereafter, the Purchaser/s /Allottee/s shall have no claim against the Developers for defects if any in the said New Building which may be alleged not to have been carried out and/or completed in accordance with the plans, specification, and/or this agreement and/or otherwise howsoever relating thereto **PROVIDED HOWEVER**, if within a period of 5(five) years, from the date of offering possession of the said Unit to the Purchaser/s/Allottee/s, if the Purchaser/s /Allottee/s bring/s to the notice of the Developers, any structural defect in the said Unit or in the said New Building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service (usual wear & tear excepted), then wherever possible such defects, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s/Allottee/s shall be entitled to receive from the Developers

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reasonable compensation for such defects **PROVIDED FURTHER** if, such defects in the said Unit/New Building, is due to negligent and/or due to any acts, matters, things, omitted or committed by the Purchaser/s/Allottee/s of the said New Building including the Purchaser/s /Allottee/s herein, in that event the Developers shall not be liable for the same.

15. FIXTURES / FITTINGS /AMENITIES: -

15.1 It is expressly agreed that the said Unit shall contain standard fixtures, fittings, and amenities as set out in the **Annexure "X"** hereto. It is specifically agreed by the Purchaser/s /Allottee/s that if any extra fittings, fixtures, or amenities are required by the Purchaser/s /Allottee/s, then the Purchaser/s /Allottee/s shall inform the same in writing to the Developers and the Developer in their sole discretion entertain such request at the extra cost/price to be borne and paid by the Purchaser/s /Allottee/s.

16. OTHER AGREED TERMS: -

16.1 The Developers shall be entitled to construct the Unit/s with the terrace attached thereto and sell the same to the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s of such Unit/s with the attached terrace shall be exclusively entitled to use, occupy, possess, and enjoy such terrace without any objection and/or obstructions from the said society and/or its Members and other Unit purchasers including the Purchaser/s /Allottee/s herein, and such terrace shall be construed to be the part and parcel of such Unit/s and attached/appurtenant to such Unit and the same shall be transferable and heritable with such Unit/s and the said Society and/or its Members including other Unit purchasers including the Purchaser/s /Allottee/s herein shall not object for such transfer. Neither the said Society nor its Members and other Unit purchaser/s including the Purchaser/s/Allottee/s herein shall claim any right on the terrace/s attached to such Unit/s. The Purchaser/s/Allottee/s of such Unit/s shall not be required to pay any additional amount to the said Society in respect of such terrace area as maintenance or otherwise **PROVIDED HOWEVER** such attached terrace to the Unit/s shall be maintained by such Unit purchaser/s and if any taxes or outgoings payable to any Competent



Authority in respect of the terrace area then the same shall be borne and paid by such Unit purchaser/s**PROVIDED FURTHER** if there is leakage from the terrace on the floor below the terrace, then the same shall be repaired by such terrace Unit Purchaser/s at his/her/their own cost, and if it is not done then Society shall be entitled to take all the necessary proceedings against such Unit purchaser as permitted by the bye-laws of the said Society

16.2 The Developers shall have a first and exclusive charge on the said Unit for all the amounts payable by the Purchaser/s/Allottee/s to the Developers under this Agreement.

16.3 The Purchaser/s/Allottee/s do/doth hereby agree/s to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein made between the said Society and Developers and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Purchaser/s/Allottee/s has/have himself/herself/themselves undertaken to perform the same.

16.4 The Purchaser/s/Allottee/s and persons to whom the said Unit is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds, and things, as the Developers or the said Society may require for safeguarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the Unit or existing members of the said Society in the said New Building.

16.5 It is expressly agreed that the right of the Purchaser/s/Allottee/s under this Agreement is only restricted to the said Unit agreed to be sold by the Developers and agreed to be acquired by the Purchaser/s/Allottee/s and all the other Premises and portion or portions of the said New Building (save and except the Members Entitlement as per the said Development Agreement)shall be dealt by the Developers and the said Society as per the terms more particularly set-out in the said Development Agreement.

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16.6 The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said New Building and Purchaser/s/Allottees/s shall have no right to object to the same.

16.7 The Developers shall after completing the project forward the list of the Purchaser/s/Allottee/s along with their names and particulars of Units sold to the said Society and the said Society shall admit the Purchaser/s/Allottee/s as per the terms of the said Development agreement. The Purchaser/s/Allottee/s hereby declare/s and undertake/s that he/she/they shall comply with all the conditions for the membership of the said Society as per the bye-laws.

16.8 The Allottee along with other allottee(s)s of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16.9 The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or with multiple wings in which the said Unit is situated.

17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS: -

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17.1 The Developers do hereby represent and warrant to the Purchaser/s/Allottee/s as follows:

(i) The Developers have acquired development rights in respect of the said Properties from the said Society and as such entitled to develop the said property;

(ii) The Developers have lawful rights and requisite approvals from the Competent Authorities to carry out the redevelopment of the said Properties and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the said Project.

(iv) There are no litigations pending before any Court of law with respect to the said Project land;

(v) All approvals, licenses, and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and the same has been obtained by the Developers after following due process of law. Further, all approvals, licenses, and permits to be issued by the Competent Authorities with respect to the said Project, shall be obtained by the Developers after following due process of law and the Developers have been and shall, at all times, comply with all applicable laws in relation to the said Project;

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

(vii) The Developers have not entered into any Memorandum of Understanding, Agreement for Sale or any other agreement/ arrangement with any person or party with respect to the said Project and the said Unit which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;

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(viii) The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s/Allottee/s in the manner contemplated in this Agreement;

(ix) The Developers have 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 said Project to the competent Authorities;

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the said the Project.

18. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S/ALLOTTEE/S: -

18.1 The Purchaser/s/Allottee/s himself/herself/themselves with an intention to bind all in whosoever hand the said Unit may come, including any successors-in-title of the Purchaser/s/Allottee/s, do/doth hereby covenant/s with the Developers as follows:

a) To become Member/s of the said Society and for that purpose sign all the necessary documents as may be required by the Developers/Society and to pay maintenance and all other charges from time to time, as may be determined, by the Developers/said Society, as the case may be, without committing any default therein;

b) The Purchaser/s/allottee/s confirm/s having knowledge of the covenants mentioned hereinabove and Clause 16. The new Unit shall be bound to comply with all procedures for becoming a member. After becoming a member of the Society, the new Unit shall be at par with

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the existing members. However, such new Unit, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developer against the granting of the development rights of the said property. In respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises;

c) To maintain the said Unit at Purchaser/s/Allottee/s own costs in good tenantable repair and condition from the date of offering possession of the said Unit and not to do or suffer to be done anything, in or to the said New Building in which the said Unit is situated which is against the Rules, Regulations or Bye-laws of the concerned local authority and/or the said Society , nor shall change / alter or make addition in or to the said Unit or part thereof without the prior written consent of the Developers/said Society , as the case may be;

d) Not to store in the said Unit, any goods which are of hazardous or combustible nature or are so heavy, as to damage the construction or structure of the said New Building in which the said Unit is situated or storing of such goods, is objected by the concerned Local or other Authorities and shall not carry or cause to be carried, heavy packages or furniture along the staircase, common passage or any other structure, in the said New Building including entrance of the said New Building and in case any damage is caused to the said New Building or to the said Unit, the Purchaser/s/Allottee/s shall be liable for consequences thereof;

e) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the said Unit or on any side of the said New Building or above the parapet or railing level within the said Unit and will not put any plants/pots/flower pots or other such things that require watering so as to avoid water seepage that causes deterioration of walls and colour;

f) To carry out at his/her/their own cost all internal repairs to the said Unit and to maintain the said Unit in the same good condition, state

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and order, in which it would be delivered by the Developers. The Purchaser/s/Allottee/s shall not do or suffer to be done anything in or to the said Unit, which may be contrary, to the Rules and Regulations and bye-laws of the concerned local authorities;

g) Not to demolish or cause to be demolished any column and/or beam and/or floor in the said New Building and/or the said Unit or part thereof, nor at any time make cause to be made any structural changes whatsoever nature to the said New Building and/or said Unit or any part thereof, nor at any time make or cause to be made, any additions or alterations, in the elevation/arcade and outside colour scheme of the said New Building and shall keep the sewers, drains and pipes in the said New Building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the said New Building and shall not damage column, beams, walls, or RCC pardis or other structural members in the said Unit including the said New Building without the prior written permission of the Developers/said Society, as the case may be;

h) Not to shift windows of the said Unit and/or carry out any changes in the said Unit so as to increase the area of the said Unit and/or put any grill which would affect the elevation of the said New Building and/or carry out any unauthorized construction in the said Unit. In the event, if any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove the same within 24 hours after receipt of notice in that regard from the Developers/said Society. In the event if, the Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said Society shall be entitled to enter upon the said Unit, and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Society;

i) Pay to the Developers within 7 days of demand by the Developers their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said New Building in which the said Unit is situated;

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j) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities;

k) Not to do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said New Building or any part thereof or whereby any increased premium, shall become payable, in respect of the said New Building;

l) Not to throw any dirt, rubbish, garbage, or permit the same to be thrown, from the said Unit, in the compound or any portion of the said New Building and/or the said Property;

m) The Purchaser/s/Allottee/s shall not let, sub-let, transfer, assign or part with the interest in the said Unit or benefit of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser/s/Allottee/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s/Allottee/s is/are not been guilty of a breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/Allottee/s has/have first obtained consent in writing of the Developers/ Society, as the case may be;

n) The Purchaser/s/Allottee/s shall use the said Unit or any part thereof or permit the same to be used only for residential/commercial purpose as the case may be, and/or such other purpose as may be authorized by the said Society in writing and as may be permissible in law and/or by other Concerned Authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said New Building and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s/Allottee/s shall use parking space only for purpose of keeping or parking Purchaser/s/Allottee/s own vehicles and for no other purpose whatsoever;

o) The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations and bye-laws of the said Society and any addition, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the

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premises therein and for the observance and performance of the rules, regulations, and bye-laws of the said Society for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society or regarding the occupation and use of the said Unit in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges, and other outgoings in respect of the said Unit including other dues as may be collected by the said Society

p) The Purchaser/s/Allottee/s shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and ducts of the buildings and shall not put any flower pots, etc. encroaching the flowerbeds, chajja, and ducts and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room;

q) The Purchaser/s/Allottee/s will be entitled to carry out repairs, renovation and alterations in the said Unit at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Developers and all other Concerned Authorities and the said Society , if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Unit nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said New Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s/Allottee/s do/doth hereby agree/s and undertake/s not to change or alter the location of any of

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the bathrooms/toilets in the said Unit. The Purchaser/s/Allottee/s shall not break/repair the toilets, bathroom balcony area, flowerbed and the planter area provided in the said Unit. In case, the Purchaser/s/Allottee/s desire/s to renovate the toilets, bathrooms, and balcony area, the Purchaser/s/Allottee/s with the prior written permission of the Developers/Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Unit below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the said Unit to the Unit below the Purchaser/s/Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s/Allottee/s do/doth hereby indemnify shall and keep indemnified the Developers and the said Society at all times against all actions, claims, and demands of whatsoever nature taken or made by the Competent Authority and/or by the State Government and/or by any other authority in respect of the said Unit or the said New Building as a whole or by reason or as a result of anything done by the Purchaser/s/Allottee/s in or with regard to the said Unit or the said New Building or any part thereof;

r) The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said New Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said New Building on the said Property;

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

19. MORTGAGE BY DEVELOPERS: -

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After the Developers execute this Agreement, they shall not mortgage or create a charge on the said Unit 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 Purchaser/s /Allottee/s who has taken or agreed to take such Unit.

20. MISCELLANEOUS: -

20.1 This Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

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

20.3 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s /Allottee/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

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

20.5 Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this

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Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

20.6 Forwarding this Agreement to the Purchaser/s/Allottee/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s /Allottee/s until, firstly, the Purchaser/s/ Allottee/s sign/s and deliver/s 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 Purchaser/s /Allottee/s and secondly, the Purchaser/Allottees pay the requisite stamp duty on this agreement and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser/s/Allottee/s fail/s to execute and deliver to the Developers this Agreement duly stamped as per the Maharashtra Stamps Act within 30 (thirty) days from the date of its receipt from the Developers and appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser/s/Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser/s/Allottee/s, the allotment of the Purchaser/s /Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/s /Allottee/s without any interest or compensation whatsoever subject to clause – hereinabove

20.7 The Purchaser/s/Allottee/s and persons to whom the said Unit is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the said Unit in the said New Building being constructed on the said Plot.

20.8 The Purchaser/s/Allottee/s do/doth hereby expressly agree/s and covenant/s with the Developers that in the event if the Developers obtain part OC from the Competent Authority in respect of the said New Building and offer possession of the said Unit to the

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Purchaser/s/Allottee/s then the Developers shall have the right to complete the balance construction of the said New Building without any interference and/or objection by the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s further confirm/s that he/she/they shall not object or dispute for carrying out balance construction work by the Developers on the ground of nuisance, annoyance, or any other ground or reason whatsoever and the Developers shall be entitled either to transfer or complete the balance construction of the said New Building on the said Plot through any of their nominee/s as they may desire in their absolute discretion without any interferences and/or objection by the Purchaser/s/Allottee/s.

20.9 The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said New Building and/or in the said Property. It is hereby agreed and declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said New Building is impartible.

20.10 Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title, or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Unit or any part thereof. Such conferment shall take place only upon the said Society admits the Purchaser/s/Allottee/s herein as its member/s.

20.11 The said New Building shall always be known as "_____"and the said Society shall always be known as "_____."

20.12 Any delay or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any installments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.

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

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20.14 All communications shall be sent by the Developers to the Purchaser/s /Allottee/s whose name appears first viz. _____ (Purchaser Names) and at the address given by him/her/them for all intents and purposes to consider as properly served on all the Purchaser/s/Allottee/s.

20.15 Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

20.16 The execution of this Agreement shall be complete only after the Agreement is duly stamped and executed by the Purchaser/s/Allottee/s and the Developers and registered at the office of the concerned office of Sub-Registrar of Assurances.

20.17 This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

21. NOTICES:-

21.1 All Notices to be served on the Purchaser/s/Allottee/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served if sent to the Purchaser/s/Allottee/s by email and by Registered Post A.D. at their address specified below:-

Name: _____

Email ID: _____

Address: _____

21.2 All Notices to be served on the Developer as contemplated by this Agreement or required by law, shall be deemed to have been duly served if sent to the Developer by email and by Registered Post A.D. at their address specified below:-

Name: M/s. Ambit Builders and Developers

Email ID: _____

Address: 201-203, 2nd floor, Vinay Bhavya Complex, CST Road, BKC (Extn), Santacruz (East), Mumbai -400 098.

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22. STAMP DUTY AND REGISTRATION CHARGES: -

22.1 The Purchaser/s/Allottee/s shall at his/her/their own costs and expenses including the payment of Stamp Duty and Registration charges, get this Agreement registered with the office of Sub-Registrar of Assurances at Bandra/Andheri/Borivali within the time limit prescribed by law.

23. DISPUTE RESOLUTION: -

23.1 It is mutually agreed between the parties hereto, that if any dispute, difference, or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s/Allottee/s of other Unit in the said New Building and the Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Unit or as the rights liabilities or the duties of the parties hereunder the same shall be subject to the jurisdiction of courts in Mumbai.

23.2 Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

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



THE FIRST SCHEDULE REFERRED HEREINABOVE:
[Description of the said Properties and the said New Building]

Part A: - Description of the said First Property: -

All that piece and parcel of slum plot of land or ground bearing Final Plot Nos. 138 & 139 of Town Planning Scheme – Santacruz No. V (1st Variation) (Final) admeasuring 1760.03 sq. mtrs or thereabouts (as per T.P. Remarks) and 1799.3 sq. mtrs (as per Property Register Card) having corresponding CTS No. 2046 & 2048 in Village Vile Parle (East), Taluka Andheri and City Survey No. 5 of Village Bandra I Ward in the Registration District of Mumbai Suburban together with the Structures standing thereon situate, lying and being at Prabhat Colony, 4th Road, Santacruz (East), Mumbai -400 055

Part B: - Description of the said Second Property: -

All that piece and parcel of non-slum Plot of land F.P No. 137 Santacruz TPS-V (1st Variation) (Final) admeasuring about 780.10 sq. mtrs.(as per Property Card) bearing Survey No. 330/134 and CTS No. 2049, of Village Vileparle, Taluka Andheri, in the Registration District of Mumbai Suburban together with the building standing thereon known as "Sai Baba" comprising of ground plus two upper floors situate, lying and being at Prabhat Colony Road No. 4, Santacruz (East), Mumbai 400 055

Part C: - Description of the said New Building:

The new building to be named as "_____" being constructed on the said Properties more particularly described in Part A and Part B hereinabove.

THE SECOND SCHEDULE REFERRED HEREINABOVE:
[Description of the said New Unit and the said Car Parking Space/s]

A Residential Unit bearing No.___ admeasuring ____ sq. ft. Carpet area as per RERA on the ___ floor of the _____ Wing in the building known as "_____", together with ____ car parking spaces in the stilt/open/mechanized being constructed on the Properties more particularly described in the First Schedule hereinabove written.

AMBIT BUILDERS & DEVELOPERS MUMBAI

SIGNED, SEALED AND DELIVERED
From withinnamed "DEVELOPERS"
M/S. AMBIT BUILDERS AND DEVELOPERS
Through its Authorized Signatory
in the presence of
Witnesses:
1)
2)

2

SIGNED SEALED AND DELIVERED)
by the withinnamed "**PURCHASER/S/ALLOTTEE/S**")
_____)
_____)
in the presence of:)

Witnesses:
1.
2.

AMBIT BUILDERS & DEVELOPERS
MUMBAI

RECEIPT

RECEIVED of and from the within named Purchaser/s/ Allottee/s a sum of **Rs** _____/- (**Rupees** _____ **Only)** as mentioned in Annexure XI being the earnest money within mentioned paid by them to us.

Sr. No.	Date	Cheque No.	Bank Details	Amount (Rs)

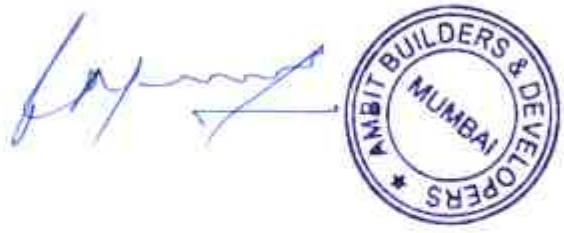
WE SAY RECEIVED;
FOR, AMBIT BUILDERS & DEVELOPERS

DEVELOPERS

Witnesses:

1.

2.



ANNEXURE "I"

(Authenticated copies of Resolution passed by the respective Societies in Special General Body Meeting on dated 9th August, 2020 and 27th December, 2021)

ANNEXURE- "II"

(Authenticated copies of Property Card in respect in respect of CTS No. 2046 and 2048 and Property Register Card in respect of CTS No.2049,

ANNEXURE- "III"

(Authenticated copies of Title Certificate dated 07th July, 2023)

ANNEXURE- "IV"

(Authenticated copies of Index-II of the Development Agreement dated 26th August,2020 and Index of the Agreement for Re-Development dated 14th June,2022)

ANNEXURE- "V"

(Authenticated copies of Letter of Intent bearing No. HE/MHADA/STGOVT/0002/20201110 and No. HE/PVT/0128/20220323 dated 26th August, 2022)

ANNEXURE- "VI"

(Authenticated copies of Intimation of Approval dated 7th September, 2022 bearing No. HE/MHADA&STGOVT/0002/20201110/AP/COM for construction of the Composite Building)

ANNEXURE- "VII"

(Authenticated copies of Commencement Certificate bearing Sr. No. 603 (HE/MHADA & STGOVT/0002/20201110/AP/COM) dated 07th July, 2023)

ANNEXURE- "VIII"

(Authenticated copies of Certificate bearing No. MAHARERA No. P51800052265 dated 09th September, 2023 issued by Maharashtra Real Estate Regulatory Authority)

ANNEXURE- "IX"

(Authenticated copies of Typical floor plans and specifications approved by the local authority in respect of the said Unit)

AMGIT BUILDERS & DEVELOPERS MUMBAI

ANNEXURE- "X"

(Authenticated copies of List of Amenities)

ANNEXURE- "XI"

(Authenticated copies of Payment Schedule)

The Allottee shall pay the consideration towards the Unit in the following manner: -

Sr. No.	Event	Payment in %	Amount (Rs.)
1	On Booking	10%	
2	On Completion of the Excavation	20%	
3	On Completion of Basement	10%	
4	On Completion of Plinth	10%	
5	On Completion of 1st Slab	5%	
6	On Completion of 3rd Slab	5%	
7	On Completion of 5th Slab	5%	
8	On Completion of Terrace Slab	5%	
9	On Completion of Brick Work	4%	
10	On Completion of the walls	4%	
11	On Completion of internal plaster	4%	
12	On completion of flooring and Tiling	4%	
13	On completion of the external plumbing and external plaster	4%	
14	On completion of electrical wirings	3%	
15	On completion of the Installation of lifts	2%	
16	On possession	5%	
	TOTAL	**100%**	

AMRUT BUILDERS & DEVELOPERS MUMBAI