AGREEMENT FOR SALE

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this [•] day of [•],

BETWEEN

MESSERS SAMARPEET PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act and having **PAN:** [•] and having its registered office at 901, Glamcent, 350, Central Avenue Road, Chembur, Mumbai 400071 (**"THE DEVELOPER/PROMOTER",** which expression shall, unless contrary to the context or meaning thereof, mean and include its successors in title and assigns) of the **ONE PART**;

AND

(1) [•] (PAN [•]), aged [•] years and (2) [•] (PAN [•]), aged [•] years, both adult, Indian inhabitants, residing at [•], hereinafter referred to as the "Purchasers" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors administrators and assigns) of the Other Part.

(The Owner/Promoter on the one hand and the Purchasers on the other hand are hereinafter, wherever the context may so require, respectively referred to as "**Party**" and collectively referred to as "**Parties**".)

WHEREAS:

A. Mr. Bhalchandra Tukaram Mhatre was the owner of a plot of land admeasuring 1006.1 sq. mts. bearing C.T.S. No.1269, 1269/1 to 20 of Village Chembur, Taluka Kurla, Mumbai Suburban District (the "**Plot**") alongwith existing structures known as "Madhuchandra" consisting of 10 Rooms & 9 Shops out of which 2 Shops are of Ground Floor & One Storey, situated at 10th Road, Sandu Garden, Chembur, Mumbai 400071, in the Revenue Village Chembur, Taluka Kurla in the Registration District & Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written.

B. The Plot and the existing structures are hereinafter collectively referred to as the "**Property**".

C. The said Bhalchandra Tukaram Mhatre died intestate without leaving any children except the brother Mr. Madhukar Tukaram Mhatre and accordingly, Mr. Madhukar Tukaram Mhatre become the absolute owner of the said Property.

D. The said Madhukar Tukaram Mhatre expired leaving behind a Will and Testament dated June 3, 2001 and the Hon'ble High Court, Bombay has granted the Letters of

Administration with Will attached in its T & I. Jurisdiction in Petition No.921 of 2001 to Mr. Nitin Pandurang Padake being the Executor under the said Will.

E. Under the said Will late Madhukar Tukaram Mhatre bequeathed the said Property to his widow [1] Smt. Medha Madhukar Mhatre, [2] Smt. Sumati Waman Nayak, [3] Mr. Shashikant Pandurang Padake and [4] Mr. Nitin Pandurang Padake in equal undivided 25% share each.

F. The said Smt. Medha Madhukar Mhatre expired on February 5, 2006 and Smt. Sumati Waman Naik expired on February 11, 2006 leaving Mr. Shashikant Pandurang Padake and Mr. Nitin Pandurang Padake as their only heirs and accordingly, Mr. Shashikant Pandurang Padake and Mr. Madhukar Pandurang Padake jointly became entitled to 50% undivided right, title, interest and share in the said Property.

G. By a Development Agreement dated April 30, 2008 registered under Serial No.BDR-3/4166 of 2008 Mr. Shashikant Pandurang Padake (as the Owner therein) and (1) Mr. Jitesh Haresh Menghrajani & (2) Mrs. Veena Haresh Menghrajani (as the Promoters therein), Mr. Shashikant Pandurang Padake granted and transferred his 50% undivided right of development of the said Property including the right to load TDR and to sell and appropriate the consideration in respect of the premises constructed by the Promoters for the consideration and on the terms and conditions recorded in the said Development Agreement.

H. In pursuance of the Development Agreement, Mr. Shashikant Pandurang Padake executed a General Power of Attorney dated May 20, 2008 registered under Serial No.BDR-3/4167 of 2008 in favour of (1) Mr. Jitesh Haresh Menghrajani & (2) Mrs. Veena Haresh Menghrajani giving them powers to do various acts, deeds and things as more particularly recorded therein.

I. Pursuant to a Conveyance Deed dated June 9, 2009 and registered under Serial No.BDR-3/5040/2009 dated June 9, 2009, Mr. Shashikant Pandurang Padake conveyed, sold and transferred his 50% undivided share, right, title and interest in the said Property to (1) Mr. Jitesh Haresh Menghrajani & (2) Mrs. Veena Haresh Menghrajani on the terms and conditions mentioned therein.

J. Pursuant to a Conveyance Deed dated August 8, 2009 and registered under Serial No.BDR-3/7070/2009 dated August 8, 2009, (1) Mr. Jitesh Haresh Menghrajani & (2) Mrs. Veena Haresh Menghrajani conveyed, sold and transferred their 50% undivided share, right, title and interest in the said Property to M/s Samarpeet Properties Private Limited on the terms and conditions mentioned therein.

K. By a Development Agreement dated January 14, 2011 registered under Serial No.BDR-3/577of 2011, Mr. Nitin Pandurang Padake (as the Owner therein) and M/s. Chaurang Construction Company (as the Promoters therein), Mr. Nitin Pandurang Padake granted and transferred his 50% undivided right of development of the said Property including the right to load TDR and to sell and appropriate the consideration in respect of the premises constructed by the Promoters for the consideration and on the terms and conditions recorded in the said Development Agreement.

L. Pursuant to a Conveyance Deed dated November 2, 2012 and registered under Serial No.BDR-3/11372/2011 dated December 5, 2012, Mr. Nitin Pandurang Padake and M/s Chaurang Construction Company conveyed, sold and transferred their 50% undivided share, right, title and interest in the said Property and the development rights, respectively to M/s Samarpeet Properties Private Limited on the terms and conditions mentioned therein.

M. In the circumstances aforesaid, M/s. Samarpeet Properties Private Limited, the Promoter herein has become the absolute owner of the said Property.

N. The Promoter is redeveloping the said Plot by demolishing the existing structures and constructing building/s consisting of ___ basement(s), stilts, podiums, ground and first floor for commercial use and ____ upper floors for residential use ("**New Building**") in accordance with the plans, designs, specification approved by the concerned local authority. The copy of approved Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as **Annexure-A**.

O. The title and the right of the Promoter to develop the said Plot and sell the premises in the New Building is certified by Ms Asha Mahant, Solicitors, as per their Title Certificate dated [•] . Copy of the aforesaid Title Certificate is annexed hereto and marked **Annexure-B**.

P. In the records of the City Survey and Plot Records Mumbai Suburban District the said Plot stands in the name of the Promoter. Copies of the Property Register Cards are annexed hereto and collectively marked as **Annexure-C**.

Q. The Promoter shall construct the New Building in accordance with terms and conditions of the Intimation of Disapproval (IOD) dated January 25, 2022 bearing No.**P-8264/2021/(1269)/M/W Ward/CHEMBUR-W/IOD/1/New** ("**IOD**") and Commencement Certificate dated [•] bearing No. [•] granted by the Municipal Corporation of Greater Mumbai ("**MCGM**") and as amended from time to time. Copies of the IOD and Commencement Certificate are annexed hereto and marked as **Annexure-D**.

R. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the MCGM or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the residential premises to the purchasers, obtain from MCGM or any concerned local authority occupation/completion certificate in respect of the New Building.

S. The Promoter has commenced the construction of the New Building and has registered the New Building with the Real Estate Regulatory Authority (the "**Authority**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "**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 (the "**RERA Rules**"). The Authority has duly issued the Certificate of Registration bearing No. [•] dated [•] (the **"RERA Certificate"**) for the Project and a copy of the RERA Certificate is annexed hereto and marked as **Annexure-E**. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser has agreed and consented to the development of the New Building. The Purchaser has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

T. The Purchaser/s has/have perused the approved building plans and the floor plan, designs and specifications prepared by the Promoter's Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto. The Purchaser/s have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Plot and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the **"MOFA"**) and the RERA Act and the rules made there under. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Promoter to the said Plot and no requisition or objection shall be raised upon the Promoter in any matter relating thereto.

U. The Promoter shall construct the New Building on the said Property in accordance with the approved plans, specifications, designs and elevations which have been seen and approved by the Purchasers with only such additions, alterations and/or modifications which have prior written consent of two-thirds of the purchasers of premises in the New Building. However, the Promoter is entitled to make those additions, alterations and/ or modifications in the New Building which are required to be made by Promoter in compliance of any direction or order, etc. issued by the competent authority or statutory

authority under any law of the State or Central Government, for the time being in force without the consent of the purchasers of premises in the New Building including the Purchasers herein.

V. The Promoter has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Promoter, a flat bearing No. [•] comprising of 3 Bedrooms, Hall and Kitchen containing by admeasuring [•] square meters alongwith attached balcony admeasuring [•] square meters, aggregating to total RERA carpet area [•] square meters, on the [•] Floor of the New Building and more particularly described in the Second Schedule appearing hereunder at or for the price and upon the terms and conditions mentioned in this Agreement.

W. Under Section 4 of the MOFA and Section 13 of the RERA the Promoter is required to execute a Written Agreement for sale of the said Flat to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

X. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase and acquire, the Flat and the right to use the Common Areas and Limited Common Areas and the mechanical Car Parking.

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

1. **SCOPE AND OPERATION OF THE RECITALS:** 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 the RERA.

2. **DEFINITIONS**: In this Agreement, unless the context otherwise requires terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

2.1. '**RERA Carpet Area'** shall have the meaning ascribed to it in Section 2(k) of the RERA Act.

2.2. **'Common Areas'** shall mean and include amenities and facilities more particularly set out in **Annexure "E"** hereunder written;

2.3. **'External Development Works'** shall mean and include the works more particularly set out in **Annexure "F"** hereunder written;

2.4. **'Interest'** shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of

Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).

2.5. **'Internal Development Works'** shall mean and include the works more particularly set out in **Annexure "G"** hereunder written;

2.6. **'Internal Fittings'** shall mean and include internal fittings and fixtures and amenities in the said Flat that shall be provided by the Promoter are listed in the **Annexure "H"** annexed hereto

2.7. **'Occupation Certificate'** shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966;

3. <u>SALE</u>:

3.1. The Promoter hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter a flat bearing No. [•] comprising of 3 Bedrooms, Hall and Kitchen containing by admeasuring [•] square meters alongwith attached balcony admeasuring [•] square meters, aggregating to total RERA carpet area [•] square meters, on the [•] Floor of the New Building (the **"said Flat**") shown hatched on the Typical Floor Plan thereof annexed hereto and marked as **Annexure-I** at and for a Consideration of Rs. [•] (Rupees [•] Only) (the "**Purchase Price**") which amount is inclusive of applicable TDS ("**TDS**").

3.2. The Promoter hereby agrees to allot to the Purchasers two car parking spaces in the mechanical car tower in the New Building. The Purchasers acknowledge that the said Flat and the car parking space(s) referred above, shall be held by the Purchasers as one composite unit and the Purchasers shall not be entitled to transfer the use and enjoyment of any one without the other.

3.3. For the purpose of this Agreement, the expression carpet area shall mean the net usable floor area of the said Flat which includes area of the attached balcony, excluding the area covered by the external walls, areas under services shafts, veranda area and open terrace area but includes the area covered by the internal partition walls of the said Flat. The Purchasers agree that the carpet area is calculated on bare shell basis, i.e., prior to application of any finishing material and is subject to variation cap of 3% on account of structural design and construction variations. If upon actual measurement of the said Flat at the time of taking possession thereof, there is any shortfall of more than 3% in the carpet area of the said Flat, then the Promoter shall compensate for such shortfall of more than 3% of carpet area at the rate of Rs. [•]/- (Rupees [•] only) per sq. ft. of carpet area and the same shall be paid by the Promoter along with the Possession Notice (defined hereinafter).

3.4. The Purchase Price above is a mutually negotiated price and it excludes Goods and Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Flat up to the date of handing over the possession of the said Flat which shall be separately borne and paid by the Purchasers alone. The Purchaser shall not claim any Input Credit in respect of the GST from the Promoter. The Purchasers hereby indemnify and keep indemnified the Promoter from all costs incurred by the Promoter in respect of GST or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Flat up to the date of handing over the possession of the said Flat.

3.5. The Purchase Price is escalation-free, save and except increases which the Purchasers hereby agree to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rule/regulation to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

4. PAYMENT OF THE PURCHASE PRICE:

4.1. The Purchasers shall pay the Purchase Price of Rs.[•] plus the applicable GST of 5% thereon as per the schedule given hereunder, time being the essence of the contract:

Schedule of Payment	Not Exceeding (%)	Installment amount of Purchase Price (Rs.)	GST @5%	Total Installment amount (Rs.)
		1	2	(1+2)
Non Refundable Application Amount	10%			
On Execution of Agreement	30%			
On Completion of Plinth	45%			
On Completion of 1st Slab	50%			
On Completion of 4th Slab	55%			

On Completion of 7th Slab	60%			
On Completion of 10th Slab	65%			
On Completion of Top Floor Slab	70%			
On Completion of Walls, Internal Plaster, Door Frames and Windows Frames of the said Flat	80%			
On Completion of Doors, Windows, Sanitary Fittings and Flooring of the said Flat and Staircase, Lift Wells up to the floor level of the said Flat Plumbing, On Completion of Electro, Mechanical, Plumbing and Environmental requirements,	85%			
On Completion of External Walls and Elevation, External Plaster, Terraces with Waterproofing	90%			
On Completion of Lifts, Floor Lobbies, Entrance Lobby and all other Amenities as mentioned in this Agreement	95%			
Balance amount of the Total Consideration and charges specified in Clause 5 plus Taxes within 15 (Fifteen) days of receipt of the said Possession Notice of the said Flat by the Purchaser from the Promoter	100%			

4.2. 1% (one per cent) of the Purchase Price shall be deducted by the Purchasers against the aforesaid part payment of Purchase Price and further instalment of the Purchase Price as above towards TDS and paid to the Government within the time stipulated in that regard in the Income Tax Act, 1961 and the certificate in respect thereof shall be furnished to the Promoter.

4.3. The Purchasers undertake that the cheques given by the Purchasers representing the amount payable in terms of this Agreement shall be honoured on their presentation.

4.4. The Promoter shall periodically intimate to the Purchasers, the amount payable as stated in (a) above and the Purchasers shall make payment within 7 (Seven) days from the date of such written intimation, time being the essence. In addition, the Promoter shall provide to the Purchasers the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

4.5. Any default in payment of any of the instalment amounts as set out hereinabove on their respective due dates, shall amount to a breach/ default on the part of the Purchasers of the terms of this Agreement and the Purchasers shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules under the said Act. In case such breach/ default on the part of the Purchasers continues for a period beyond 30 days from the due date, for three consecutive defaults in payment of instalments as mentioned in clause (4.1) above, the Promoter shall terminate this Agreement PROVIDED THAT the Promoter shall, before such termination, give a 15 days' notice to the Purchasers to rectify the breach/ default and should the Purchasers fail to do so within the said period of 15 days this Agreement shall stand terminated. Upon such termination and within a period of 30 days thereof, the Promoter shall refund the monies paid to the Promoter by the Purchasers without interest after deducting the booking amount of Rs. [•]/- (Rupees [•] and the interest liabilities and the amount paid as Stamp Duty, Registration Fees and other Taxes.

4.6. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchasers either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat agreed to be purchased by the Purchasers, in respect of any amount due and payable by the Purchasers to the Promoter or otherwise under the terms and conditions of this Agreement.

4.7. Under no circumstances shall the Purchasers be entitled to possession of the said Flat unless and until all payments required to be made under this Agreement by the Purchasers have been made to the Promoter and other obligations, terms and conditions agreed by the Purchasers and mentioned in this Agreement are carried out fully by the Purchasers.

4.8. Subject to the conditions herein contained, sale and transfer of the said Flat by the Promoter in favour of the Purchasers shall be complete only after all the amounts payable by the Purchasers in terms of this Agreement are paid in full by the

Purchasers to the Promoter and possession of the said Flat is offered by the Promoter to the Purchasers.

4.9. The Purchasers shall not be liable to pay any amount other than that is stated to be payable by them in these presents.

5. ADDITIONAL PAYMENTS

5.1. The Purchasers shall on demand made by the Promoter prior to handing over possession of the said Flat, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchasers in terms of clause 3 above:

I		Towards documentation and legal charges for this Agreement
II		For Society Formation Expenses and Share Capital
III		For contribution to Society's Corpus Fund
IV		For supply and connection of utilities to the Flat/Building
V		Internal Development and Infrastructure Charges

5.1.1. In addition to the above, the Purchaser shall pay the Advance Deposit towards maintenance expenses as may be determined and demanded by the Promoter in his sole discretion towards 3 months' maintenance charges commencing from 30 days from the Possession Date (defined hereafter); and

5.1.2. Eight post-dated cheques towards eight quarterly maintenance charges commencing from the quarter immediately after the expiry of the abovesaid 3 months period for amounts as may be determined and demanded by the Promoter in his sole discretion.

5.2. The Promoter shall utilize the sums received under Clause 5.1.2 towards payment of Municipal Taxes, maintenance charges and other outgoings for a period of 27 (twenty seven) months commencing from 30 days from the Possession Date (defined hereafter) in respect of the said Flat. After the Purchasers are admitted as a member of the Entity/organization the Promoter shall hand over the balance, if any, to the Entity/Organisation for the credit of the Purchasers. In the event of any additional amount becoming payable towards the Municipal Taxes, maintenance charges and other outgoings for the said period of 27 (twenty seven) months then the Purchasers shall forthwith on demand pay the difference to the Promoter. After the expiry of the said period of 27 (twenty seven) months the Purchasers shall pay the outgoings as per clause 6 (f) hereinbelow.

5.3. The account heads and the corresponding amounts mentioned above are as per the present estimate and are subject to modification by the Promoter. The aforesaid amounts shall not carry interest. The Purchasers agree to pay any deficit in respect of the amounts mentioned above herein to the Promoter within 7 (seven) days of demand made in that respect.

5.4. The Purchasers also agree, prior to taking possession of the said Flat, to pay any additional taxes, levies, Goods and Services Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Flat.

6. AMENITIES/FACILITIES

6.1 The fixtures, fittings and amenities to be provided by the Promoter in the New Building and the said Flat are those that are set out in **Annexure "H"** annexed hereto and the Purchasers confirm that the Promoter shall not be liable to provide any other fixtures, fittings and amenities in the New Building and the said Flat.

6.2 The Promoter will hand over the warranties/guarantees in respect of the fixtures and fittings at the time of handing over possession of the said Flat and the Purchasers shall directly interact with the manufacturer/service outlets for any complaints in respect thereof.

6.3 It is expressly agreed that the Purchasers shall be entitled to the common areas and facilities appurtenant with the said Flat and the nature, extent and description of such common areas and facilities is set out in Third Schedule hereunder written. It is hereby agreed that the Promoter has the exclusive right of allotment of terraces/attached/part terraces and other spaces and open spaces within the said Property and in the New Building to one or more persons of their choice except the common areas and facilities stated in the Third Schedule. Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and alienate and dispose off the same in such manner as the Promoter thinks fit and proper.

7. POSSESSION

7.1 Unless prevented by Extraordinary Events (defined hereinafter), the Promoter will hand over peaceful possession of the said Flat to the Purchasers upon completion of the New Building and obtaining Occupation Certificate (the "**OC**") in respect thereof, which shall be on or before 30th June, 2026 such further period as may be agreed between the Parties (the "**Completion Date**"), subject to the Purchasers making timely payments of the instalments towards the balance Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchasers duly observing all terms and conditions contained herein. At his sole discretion, the Promoter may allow access to the said Flat to the Purchasers for fit outs.

7.2 It is expressly agreed and understood that the Completion Date shall be subject to following events, each a "**Extraordinary Event**" and collectively "**Extraordinary Events**" as listed below. In the event of happening of such Extraordinary Event, the Promoter shall be entitled to equivalent time extension in respect of performance of his obligations under this Agreement provided that such Extraordinary Event has subsisted for a continuous period of 15 (fifteen) days. For the purpose of this Agreement, following shall be considered as Extraordinary Events;

7.2.1 War, civil commotion or act of God;

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

7.3 Except for occurrence of an Extraordinary Event, if the Promoter (i) fails to provide ready to move in possession of the said Flat to the Purchasers within the time period specified in this Agreement (For the purpose of this clause, 'ready to move in possession' shall mean that the said Flat shall be in a habitable condition which is complete in all respects); (ii) discontinues its business as a developer on account of suspension or revocation of its registration under the provisions of the said Act or the rules or regulations made thereunder, the Purchasers shall be entitled to the following: (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Purchasers stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any penal interest; or (M) The Purchasers shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the said Flat, along with interest at the rate specified in the Rules under the said Act within thirty days of receiving the termination notice PROVIDED that if the Purchasers do not intend to terminate the Agreement, they shall be paid, by the Promoter, interest at the rate specified in the Rules under the said Act, for every month of delay till the handing over of the possession of the said Flat.

7.4 The Purchasers agree and confirm that in the event it becomes impossible for the Promoter to implement the project due to one or more Extraordinary Events, then this allotment/ Agreement shall stand terminated and the Promoter shall refund to the Purchasers the entire amount received by the Promoter from the Purchasers within 45 days from that date. After refund of the money paid by the Purchasers, the Purchasers agree that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.5 Within 7 (seven) days of receipt of OC, the Promoter shall address to the Purchasers, a written intimation under which it shall offer in writing to the Purchasers, the vacant, peaceful and physical possession of the said Flat and the car parking attributable thereto, together with all the amenities, fixtures, fittings, appliances etc. specified in Annexure "E" hereto (the "**Possession Notice**"). The Possession Notice shall confirm the final carpet area of the said Flat. If there is any reduction in the final carpet area below the agreed variation of 3% the Promoter shall, within 45 days, refund the excess money paid by the Purchasers to the extent of such shortfall in the final carpet area below the agreed variation cap of 3%. If there is any increase in the final carpet area above the agreed variation cap of 3% the Promoter shall demand and the Purchasers shall pay, along with the payment due upon the milestone of possession of the said Flat, the additional amount in respect of such increase in the final carpet area above the agreed variation cap of 3%. The Purchasers shall, thereupon immediately undertake a final inspection of the said Flat with the Promoter to satisfy themselves that they conform to the approved plans and specifications in respect thereof, and the Promoter shall rectify defects, deficiencies or departures (if any) in respect thereof, and pointed out by the Purchasers during the inspection. Upon such process being completed the Purchasers shall forthwith take physical possession of the said Flat and the car- parking space attributable to the said Flat and sign appropriate confirmatory letters (in terms of a draft prepared by the Promoter) confirming that they have taken possession thereof and have no complaint or objection in respect thereof. It is clarified and agreed that the above process shall be completed not later than 15 days from the date of the Possession Notice, and the date on which the same is completed or the date of expiry of the said period of 15 days from the date of the Possession Notice whichever is earlier is hereinafter, wherever the context may so require, referred to as the "**Possession Date**".

8. PURCHASERS' COVENANTS

8.1. The Purchaser/s for himself/herself/itself/themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do hereby covenant with the Promoter:

8.1.1. To maintain at his/her/its/their own cost the said Flat agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye-laws, Rules and Regulations of the Government, the MCGM, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.

8.1.2. To maintain the said Flat at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or

suffer to be done anything in or to the New Building, in which the said Flat is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Building and the said Flat itself or any part thereof.

8.1.3. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the said Flat is situated and in case any damage is caused to the New Building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

8.1.4. To maintain the said Flat and to carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

8.1.5. Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alternation of whatever nature in or to the said Flat or any part thereof, nor make any alternation in the elevation and outside color scheme of the New Building in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society and structure engineer.

8.1.6. The Purchaser/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Plot save and except the place or spot specified by the Promoter for affixing merely the name or the sign board of the Purchaser/s which will

normally be near the entrance of the said Flat. The sign/name/display board shall be such as has been duly approved by the Promoter prior to the placement thereof.

8.1.7. The Purchaser/s shall permit the Promoter and their agents at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and shall make good, within 3(three) months of the Promoter giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Promoter to the Purchaser/s.

8.1.8. The Purchaser/s shall permit the Promoter and their agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the New Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said Flat or any other premises in the New Building in respect whereof the Purchaser/s or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax or charges and other outgoings.

8.1.9. To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Building or to the Promoter or occupiers of the neighboring properties nor for any illegal or immoral purpose.

8.1.10. Not to carry out any interior work in respect of the said Flat without any prior written consent of the Promoter.

8.1.11. The Purchaser/s shall furnish the said Flat at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Plot and if the Purchaser/s fail/s to do so the Promoter shall do so and deduct the amount of such cost from the Deposits deposited by the Purchaser/s with the Promoter.

8.1.12. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

8.1.13. Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown

from the said Flat in the compound or any portion of the said Plot.

8.1.14. To bear and pay increase in local taxes, water charges, ground rent, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser/s viz. user for any purposes other than as stipulated herein;

8.1.15. Not to sub-let, transfer, assign or part with the Purchaser/s' interest or benefit in this Agreement or part with possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have given prior intimation in writing to the Promoter in that behalf.

8.1.16. The Purchaser/s shall not change the façade or decorate the exterior of the said Flat or make any alterations in the elevation and outside color scheme of the said Flat without the prior written consent of the MCGM and the Promoter or the said Association as the case may be.

8.1.17. The external elevation of the New Building constructed is a work of, which rights are vested with the Promoter. The Purchaser/s shall not alter or modify the external elevation of the New Building.

8.1.18. If the Purchaser/s desire/s to install grill/s to any of the windows in the said Flat then he/she/they shall ensure that the grills are as per the design and position approved by the Promoter in writing.

8.1.19. To install air conditioners of window model or type only at a designated place. The Purchaser/s may however install split unit/s of air conditioner/s.

8.1.20. The Purchasers shall observe and perform all rules, regulations and bye-laws of the Entity/Organization as adopted by the Entity/Organization from time to time for protection and maintenance of the New Building and the 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 Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Entity/ Organisation regarding the occupation and use of the said Flat and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

8.1.21. The Purchasers are aware that while sanctioning the plans for the New Building the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and upon due observance and performance of which only, and for which the Promoter has executed a comprehensive undertaking in favour of MCGM, the Completion and OC in respect of the New Building shall be granted by the concerned local authority and, therefore, the Purchaser agrees and undertakes not to do or omit to do anything that would affect the Completion and OC of the New Building.

9. PROMOTER'S COVENANTS/REPRESENTATIONS:

9.1 The Promoter has executed a comprehensive undertaking in favour of Municipal Commissioner, MCGM in respect of construction of the New Building and the Purchaser confirms that they are aware of the same and agree to abide by the conditions, to the extent applicable to the Purchasers, mentioned therein.

9.2 The Promoter shall preserve, maintain and handover the following documents to the Entity/Organisation within 90 days of receipt of OC. The Entity/Organisation and its members including the Purchasers herein shall preserve and maintain the same as well as subsequent periodical structural audit reports and repair history and shall check and carry out fire safety audit from time to time as per the requirement of C.F.O. through the authorized agencies of MCGM:

i) Ownership documents
ii) Copies of IOD, C.C. subsequent amendments, OC and corresponding canvas mounted plans.
iii) Copies of soil investigation reports.
iv) RCC details and canvas mounted structural drawings.
v) Structural Stability Certificate from Licensed Structural Engineer.
vi) Supervision Certificate issued by the Licensed Site Supervisor
vii) Building Completion Certificate issued by Licensed Surveyor/ Architect
viii) NOC and Completion Certificate issued by the Chief Fire Officer ("**CFO**")
ix) Fire Safety Audit Report carried out as per the requirement of CFO

9.3 The New Building is being constructed with deficient open space. The Purchasers agree and confirm that they are aware of the same and shall not raise any objection for the same at any time in future.

9.4 The New Building is being constructed by utilizing the maximum permissible fungible FSI and the Purchasers agree and confirm that they are aware of the

same.

10. <u>PROMOTER'S RIGHTS:</u>

10.1 It is hereby expressly agreed by and between the Parties hereto that:

10.1.1 The Purchasers acknowledge and agree that they are and shall be entitled to the said Flat only as herein provided.

10.1.2 The total RERA Carpet Area of the said Flat shall at all times continue to remain as mentioned herein above as per MCGM approved plans and shall have no relation whatsoever to the area of the said Property underneath the New Building. All benefits by way of balance FSI or FSI that may become available or may be generated on or in respect of the said Property or any part thereof or any addition thereto shall remain with the Promoter. The Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR or FSI obtained in any form either prior to or after completion of the New Building. The Purchaser hereby agrees, accepts and confirms that the Promoter proposes to develop the New Building (including by utilization of the full development potential) and the Purchaser has agreed to acquire the said Premises based on the unfettered and vested rights of the Promoter in this regard.

10.1.3 The Promoter shall construct the said building/s consisting of ___ basement(s), stilts, podiums, ground and first floor for commercial use and ____ upper floors for residential use in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Flat of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

10.1.4 The Promoter shall be entitled, at his costs and risk to avail of loans and credit facilities etc. from banks, financial and credit institutions and/ or any other persons, inter alia, for the development of the said Property, and on a principal- to-principal basis to create any mortgage, charge, lien, and/ or other security interest over and in respect of the said Property including the said Plot and the said Flat and the car parking space attributable thereto; provided that the Promoter shall obtain an NOC from the banks, financial and credit institutions and/ or any other persons concerned for the sale of the said Flat in favour of the Purchasers as per these presents, releasing the said Flat from the purview of the charge of the banks, financial and credit institutions and/ or any other persons concerned on or before execution and registration of this Agreement. In this regard, the Promoter shall be freely entitled and at liberty to sign, execute, take delivery of, and register (if required) all deeds, documents, instruments, contracts, agreements and writings, including, without limitation, mortgage deed/ s, loan agreement/ s etc. provided that the Promoter shall be the principal debtor and it shall be the sole liability and

responsibility of the Promoter to repay such loan amounts/ credit facilities with interest, costs, charges and expenses thereon.

10.1.5 Except in respect of the said Flat hereby agreed to be acquired by the Purchasers and the car parking spaces allotted to the Purchasers as mentioned hereinabove, the Purchasers shall have no claim whatsoever in any other premises or car parking spaces in the New Building on the said Property or any part thereof. Any terrace, balcony spaces, sky decks, domestic toilets, etc. forming a part of any of the premises shall form a part of the respective premises to which they relate or are attached, and shall be exclusively owned, held, possessed, used, occupied and/ or enjoyed (as the case may be) by the occupiers thereof. However, the top-most terrace of the New Building and the refuge areas thereof shall always be treated as common areas and its use shall be as regulated by the Entity/ Organisation.

10.1.6 The Promoter shall always be entitled to sign on behalf of the Purchasers, undertakings and indemnities required by the concerned authority or any State or Central Government authority or Competent Authority under any law concerning construction of the New Building without, however, in any manner affecting the rights of the Purchasers. The Purchasers hereby expressly agree to ratify, confirm and abide by and fulfill any such undertakings and indemnities executed or given by the Promoter.

10.1.7 The name of the New Building shall be "**THAPAR LE PARC**" and the nature, constitution and the name of the Entity /Organisation shall be as per the discretion of the Promoter.

10.1.8 The Promoter shall always have the right to permanently install/ display plaques or signage on the New Building publicizing/promoting the name of the New Building and the Promoter.

10.1.9 The Purchasers are aware that ground and first floor of the New Building is being used for commercial purposes and the Purchasers agree and confirm that they shall not raise any objection for the same at any time in future.

11. <u>ENTITY/ORGANISATION</u>

11.1 After the Promoter shall have sold/allotted 51% premises in the New Building, the Purchasers along with other purchasers/allottees of the premises in the New Building shall join in forming and registering a cooperative housing society /Building Association (AOP)/private limited company, hereinafter referred to as "**Entity/Organisation**", as decided/ determined by the Promoter in his sole and unfettered discretion and for this purpose, also from time to time sign and execute the application for registering and/ or membership and other papers and documents necessary and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the

purchasers/allottees, so as to enable the Promoter to register the Entity /Organisation. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws/Rules and Regulations/Memorandum and Articles of Association, as the case may be, as may be required by the competent authority.

11.2 The Entity /Organisation shall do and perform the following acts:

11.2.1 Perform the day to day management of the New Building and the infrastructure;

11.2.2 Manage the New Building and do all acts for the maintenance of the New Building including repairs and renovation works from time to time out of funds to be contributed by the purchasers/allottees of premises in the New Building including the Purchaser herein;

11.2.3 Maintain the compound of the said Property and the outer structure in good, tenantable condition and repair out of funds to be contributed by the purchasers/allottes of premises in the New Building including the Purchasers herein;

11.2.4 Utilize and pay out of the amounts received from the purchasers/allottes of premises in the New Building including the Purchasers herein the following amounts:

(a) Pay the maintenance charges and other outgoings in respect of the said Property including the New Building to the concerned authorities and person/ s; and

(b) Pay the municipal taxes, N.A. taxes and the charges or taxes levied by the MCGM or any other local or governmental body or authorities in respect of the said Property including the New Building.

11.3 The Purchaser shall observe and perform all the rules and regulations of the Entity/ Organisation and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the said Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Entity/ Organisation regarding the occupation and use of the said Flat and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

11.4 The Entity/ Organisation shall not have any right in the said Plot and/ or the said Property and/ or part thereof and/ or the building/ s thereon and/ or part thereof.

11.5 The Promoter shall, within three months of obtaining full OC for the New Building, cause

to be transferred to the Entity/Organisation all the right, title and interest of the Original Owner/Promoter in the said Plot. Till the Promoter has executed a Deed of Conveyance in favour of the Entity/Organisation, the powers and authority of the Entity/ Organisation shall be subject to the overall control of the Promoter in respect of any matters concerning the New Building, the construction and completion thereto and all amenities appertaining to the same, in particular, the Promoter shall have absolute authority and control as regard to the unsold premises/ open terrace/ stilt parking/ open parking and the disposal thereof.

11.6 The members of the Entity/ Organisation shall have the common use, enjoyment and benefit of all the Common Amenities Facilities on the same footing/ basis.

11.7 The Promoter, and/ or his nominees/ assigns (as the case may be) shall be freely entitled and at liberty, at the Promoter's sole option, to become member/ s of the Entity/ Organisation in respect of any of the unsold premises in the New Building and in such a case they shall only be liable to bear and pay the face value of the shares thereof (if the Entity/ Organisation is a co-operative society, or limited company) and any statutorily prescribed entrance fees, but no other charges, amounts, deposits or transfer fees.

11.8 All documents necessary for the formation and registration of the Entity /Organisation shall be prepared by the Advocates & Solicitors of the Promoter. All costs, charges and expenses including stamp duty and registration charges shall be borne and paid in proportion therewith by the Purchaser along with other purchasers/allottes of the premises in the New Building.

11.9 The Promoter shall, if necessary, become a member of the Entity /Organisation in respect of unsold premises. If the Promoter assigns and/ or transfers and/ or disposes off such premises at any time to anybody, the assignee, transferee and/ or the purchasers thereof shall become the member(s) of the Entity/ Organisation in respect of the said premises. The Purchaser and the Entity/ Organisation will not have any objection and will not charge any transfer fees to admit such assignee or transferee or the purchasers as the members of the Entity/ Organisation.

12. <u>DEFECT LIABILITY</u>

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the Possession Date, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the said Act PROVIDED HOWEVER if such defect is due to any negligent act and/ or unauthorized

alteration/modification carried out by the Purchaser in the said Flat and/ or normal wear and tear, vagaries of nature, the Promoter shall not be liable to rectify the said defect.

13. NOTICES

13.1 All notices and other communications to be given under this Agreement shall be in writing and delivered (i) by hand against a written acknowledgement of receipt, or (ii) by Registered Post A. D., and addressed to the Parties, at their addresses hereinabove or at such other address as is from time to time designated (in writing) by the Party to whom the communication is addressed. Any communication that is delivered in accordance herewith shall be deemed to be received when delivery is received or refused, as the case may be.

14. DISPUTE RESOLUTION

14.1 Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations, thereunder thereof for the time being in force.

15. OTHER PROVISIONS

15.1 This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

15.2 The Purchaser hereby declares that they have gone through this Agreement and all the documents related to the said Property and have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree undertake and covenant to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/ or which may be levied or imposed on them or any of them by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/ or provisions hereof by the Purchaser.

15.3 The terms and conditions of this Agreement shall be binding on all transferee(s)/ Assignee(s) from time to time of the said Flat, and shall be enforceable against all such transferees.

15.4 Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

15.5 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the New Building or the said Property or any part hereof. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the said Flat hereby agreed to be sold to them and the car parking allotted to them and the right to use and enjoy the Common Amenities and Facilities as provided in this Agreement.

15.6 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

15.7 The Promoter at his sole discretion may assign or transfer all its rights and obligations or part thereof under this Agreement to any person or party. In the event of assignment or transfer as aforesaid, the Promoter's liability under this Agreement shall stand terminated from the date of such assignment or transfer and the same shall be assumed by their assignee expressly.

15.8 After the Purchaser are permitted to enter upon the said Flat, if any additions or alterations in or about or relating to the said Flat or the New Building are thereafter required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Purchaser in co-operation with the purchasers/allottes of the other premises in the New Building at their own costs and the Promoter shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.

15.9 The Promoter has availed of the facility of 50% reduction of premium payable to MCGM and in view thereof as per Notification No. TPS-1820/ AN-27 /P.K.80/20/UD-13 dated 14.01.2021 and 12.02.2021 of Government of Maharashtra, the stamp duty in respect of this Agreement shall be borne and paid by the Promoter. The Purchaser shall, however, be responsible for lodging this Agreement and having the same registered and shall indemnify the Promoter and shall keep the Promoter indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard

thereto.

15.10 The Promoter has informed the Purchaser that this Agreement has to be registered within 4 months of execution or within successive 4 months (on payment of requisite penalty by the Purchasers).

15.11 The Purchaser shall, at their risk and responsibility, and on a principal-to-principal basis, be entitled to borrow funds from any financial institution, bank, organization, employer and/ or other persons, by creating a mortgage, charge, lien and/ or other security upon the said flat and/ or their right, title and interest therein. The repayment of such loans and the interest and other costs, charges and expenses thereon shall be the sole liability and responsibility of the Purchaser and the Promoter shall not be liable or responsible for the same. Without any liability or responsibility of the Promoter, the Promoter hereby grant its consent and no objection to the Purchaser for creating such mortgage, charge, lien and/ or other security interests upon the said Flat and/ or their right, title and interest therein.

15.12 It is abundantly made clear to the Purchaser that if the Purchaser are NRI/ foreign national of Indian origin, in respect of all remittances, acquisitions/ transfer of the said Flat, it shall be his sole responsibility to comply with the provisions of FEMA, 1999 or statutory enactments or amendments thereof, and the rules and regulations of RBI 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 FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchaser understands and agree that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by RBI he alone shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Purchaser agree to indemnify and the keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

16. <u>COVENANTS IN RESPECT OF THIS AGREEMENT:</u>

16.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building shall equally be applicable to and enforceable against any subsequent purchaser/transferee of the said Flat, in case of transfer, as the said obligations go alongwith the said Flat for all intents and purposes.

16.2 This Agreement alongwith its Schedules and Annexure constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Flat, as the case may be.

16.3 This Agreement may only be amended by written consent of the Parties hereto.

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

17. <u>JURISDICTION</u>:

17.1. 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 as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

18. <u>GOVERNING LAW:</u>

19.1 This Agreement shall always be subject to the provisions of the said Act and the Rules made thereunder as applicable for the State of Maharashtra.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Description of the Property

ALL THAT piece and parcel of land admeasuring 1006.10 sq. mts. with alongwith existing structures known as "Madhuchandra" consisting of 10 Rooms & 9 Shops out of which 2 Shops are of Ground Floor & One Storey situate at 10th Road, Sandu Garden, Chembur, Mumbai 400071, bearing C.T.S. No.1269, 1269/1 to 20 of Village Chembur, Taluka Kurla, Mumbai within the Registration District of Mumbai Suburban District and shown on map with red coloured boundary lines and bounded as under:

On or towards East by : CTS Nos. 1070 & 1071

On or towards West by : CTS Nos. 1265 to 1268

On or towards South by : 10th Road

On or towards North by : Gaothan Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

Description of the Flat

Flat flat bearing No. [•] comprising of __ Bedrooms, Hall and Kitchen containing by admeasuring [•] square meters alongwith attached balcony admeasuring [•] square meters, aggregating to total RERA carpet area [•] square meters, on the [•] Floor of the New Building known as **Thapar Le Parc** and ___ car parking spaces in the mechanical car parking tower 10th Road, Sandu Garden, Chembur, Mumbai 400071

THE THIRD SCHEDULE ABOVE REFERRED TO:

Description of Common Areas and Facilities

1. Entrance Lobby on Ground Floor
2. Common Staircase, Elevators and Floor Lobbies on every floor
3. Underground/Overhead Water Tanks and Pump Rooms
4. Electric Meter Room
5. Fitness Centre/Society Office
6. Fire Refuge Area
7. Common Terrace on topmost floor of the Building

IN WITNESS WHEREOF the Parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:	**PHOTO**	**THUMB IMPRESSION AND SIGNATURE**

M/s SAMARPEET PROPERTIES PRIVATE LIMITED, by the hand of its Authorized Director		

In the presence of:)

1.)

2.)

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:	**PHOTO**	**THUMB IMPRESSION AND SIGNATURE**
_____,		

In the presence of:)

1.)

2.)

TABLE OF ANNEXURE:

ANNEXURE	PARTICULARS
A	copy of approved Block Plan, Location/Layout Plan and Plan showing Open Spaces
B	Title Certificate
C	Property Register Card issued by the City Survey
D	Intimation of Disapproval & Commencement Certificate
E	RERA Certificate
F	External Development Works
G	Internal Development Works
H	Internal fittings and fixtures and amenities to be provided in the Flat
I	Typical Floor Plan (Showing the said Flat by hatched lines and the Balcony shown delineated)

RECEIPT

RECEIVED from the within-named Purchaser/s, the amounts listed herein below being part payment of Total Price payable by the Purchaser/s in respect of the said Flat:

AMOUNT PAID BY THE PURCHASER/S (RS.)	**PARTICULARS OF RECEIPT**
Rs. _____/-	In favour of the Promoter
Rs. _____/-	Towards applicable TDS
Rs._____/-	**Total**

WE SAY RECEIVED,

For M/s. SAMARPEET PROPERTIES PRIVATE LIMITED

_____

(PROMOTER)