AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is made and entered into at Mumbai on this _____ day of _____, **2023;**

BETWEEN

M/s. K V BUILDHOME LLP, [PAN- AALFK3429N], a Limited Liability Partnership firm duly formed and registered under the provision of the Limited Liability Partnership Act, 2008 bearing registration No. AAA-5199 and having its registered office at 322, Commerce House, 140, Nagindas Master Road, Shri K. M. Vardhan Chowk, Fort, Mumbai- 400 001 hereinafter referred to as the **"Promoter/Developer"**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partner for the time being the survivors of them, the heirs, executors, administrators of such last surviving partner and their successors in interest and assigns) of the **ONE PART;**

AND

_____, **[PAN - _____],** aged __ years, an adult Indian Inhabitant, residing at_____ _____ , hereinafter referred to as the "**Allottee/s**", (which expression shall unless it be repugnant to the context of meaning thereof, be deemed to mean and include in case of individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns; in case of a company or companies, their respective successors and assigns; in case of a partnership firms or limited liability

partnerships, the partners for the time being thereof, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last survivor; in case of a Hindu undivided families (HUF), the Kartas and all coparceners, members of each of the HUFs from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns; in case of public charitable trusts, all trustees constituting the trusts for the time being and their permitted assigns; in case of private trusts/settlements, all trustees constituting the trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **Other PART**.

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

WHEREAS:

A. M/s. Swas Construction & Co. ("**the said Owner**") is absolutely entitled as owner and seized and possessed of all that piece and parcel of land area admeasuring 96,464.90 sq. meters and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said Larger Property**").

B. The chain of title and entitlement as owner to develop the said Larger Property is more particularly set out in the Title Certificate dated 10th December, 2020 issued by M/s. Narayanan & Narayanan.

C. Due to diverse reasons the Partners of the said Owner have mutually agreed and decided to develop the said Larger Property as a separate and independent project by the particular Partner as recorded under the Deed of Addendum made on 4th March, 2022 to the Reconstituted Partnership dated 29th March, 2018 on the terms and conditions set out therein.

D. Accordingly, M/s. Neelam Buildtech Enterprise LLP being one of the Partner of the said Owner being responsible for the execution of the Swas Construction Phase C Project is desirous of carrying out the development of and construction of an aggregate area admeasuring 15,216 sq. meters (12,233.06 sq. meters open residential Plot, 1,008.67 sq. meters Municipal School in EPRE.1 and 1,974.90 sq. meters Playground ROS 1.4) forming portion of the land bearing CTS Nos. 1289 (part), 1290 (part) and 1292 to 1297 (all part) of Village- Mulund (East), Taluka- Kurla in the registration and sub district at Mumbai Suburban and more particularly described in the **Second Schedule** hereunder written and shown with Red Colour boundry line on the plan Annexed hereto and marked as **Annexure- A**(hereinafter referred to as "**the said Property**").

E. By and under Development Agreement dated 8th July, 2022 duly registered under Serial No. KRL-1-12655 of 2022 made and executed by and between Swas Construction Co therein and herein referred to as the Owner on the one Part and the K V BUILDHOME LLP therein referred to as the Developer being the Promoter herein, the Owner therein have granted and transferred unto the Promoter/Developer absolute and exclusive development rights in respect of the said Property for the consideration and on the terms and conditions set out therein.

F. The Promoter/Developer has proposed to construct on the said Property a project known as **SUPREMO** being building known as **Building No.1,** consisting of Wings A to E and the Promoter/Developer have at present constructing _____, known as "**SAKURA**" in the proposed Project **SUPREMO Phase -II** as Ground + 6 podium + 1 Podium Top + 1 Service Floor + 41 upper floors with further additional floors as may be permitted.

G. The Promoter/Developer has appointed M/s. Sunil Ambre & Associates as their Architects and entered into a standard Agreement with them, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

H. The Promoter/Developer has appointed JW Consultant LLP, as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

I. The Promoter/Developer has informed the Allottee/s and the Allottee/s are aware that the development of the said Property will be in phases and at present, the MCGM has granted the Intimation of Disapproval (IOD) bearing No. CHE/ES/2027/T/337 (NEW) dated 07.02.2023 and Commencement Certificate bearing No. CHE/ES/2027/T/337 (NEW) CC/1/New dated 20.03.2023 in respect of the development of Wing C, on the said Property. Hereto annexed and marked as **Annexure "B"** and **Annexure "C"**, is the copy of the Intimation of Disapproval (IOD) bearing No. CHE/ES/2027/T/337(NEW) dated 07.02.2023 and Commencement Certificate bearing No. CHE/ES/ 2027/T/337(NEW)CC/1/New dated 20.03.2023 respectively.

J. The Promoter/Developer has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**") read with 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 (hereinafter referred to as the "**Rules**") with the Real Estate Regulatory Authority having

Registration No. _____; authenticated copy is attached in **Annexure "D"** (hereinafter referred to as **"the said Project"**).

K. The Developer has sole and exclusive right to sell the premises in the Project and to enter into Agreement/s with the Allottee(s) of such premises in the Project and to receive the sale consideration in respect thereof.

L. On demand from the Allottee/s, the Promoter/Developer has given inspection to the Allottee/s of all the documents of entitlement relating to the Project and the plans, designs and specifications prepared by the Developer's Architects, M/s. Sunil Ambre & Associates, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder.

M. The authenticated copy of Certificate of Title issued by the attorney at law or advocate of the Promoter/Developer showing the nature of entitlement of the Promoter/Developer, authenticated copy of Property card of the said Property have been annexed hereto and marked as **Annexures " E " and " F "** respectively**.**

N. The authenticated copies of the plans of the layout as proposed by the Promoter/Developer, and according to which the construction of the buildings and open spaces are proposed to be provided for, in the Project, have been annexed hereto and marked as **Annexure "A ".**

O. The Promoter/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

P. While sanctioning the aforesaid plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the said Land and the Project and upon due observance and performance of which, the Completion or Occupancy certificate in respect of the Project shall only be granted by the concerned local authority.

Q. The Promoter/Developer has accordingly commenced construction of the building/s on the said Property in accordance with the aforesaid proposed plans.

R. The Allottee/s has applied to the Promoter/Developer for allotment of an **Flat bearing No.** ____ on ____ **Floor** in **Wing C known as "SAKURA"** of an area admeasuring approximately _____ **Sq. Feet RERA carpet,** excluding **Balcony/Deck area** _____ **Sq. Feet**

carpet (not forming part of sale area)and **Kitchen Balcony/Deck area _____. Feet carpet** (not forming part of sale area) of the **building No. 1** in the proposed Project **"SUPREMO Phase -II " ("the said FLAT")** forming part of the said Project and _____ **Car Parking Space**, ("Car Parking Space") in the podium constructed on the said Property and the Promoter/Developer have agreed to allot and provide the said Flat to the Allottee/s for a lumpsum consideration of **Rs._____/- (Rupees _____)** and on the terms and conditions set out hereunder.

S. The **RERA carpet area** of the said Flat is _____ **square Feet** and for the purpose of this Agreement, "**RERA Carpet Area**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

T. The authenticated copies of the floor plan and specifications of the said Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "G".**

U. The Developer shall in their sole discretion be entitled to change the area and/or location of any Car Parking Towers / Spaces, recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.

V. The Developer reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Developer, without affecting the said Flat agreed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time;

W. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Developer and the Allottee/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developer on the said Property may take a very long time, therefore the Developer may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Allottee/s has no objection to the Developer making such amendments;

X. The Allottee/s hereby gives his/her express consent to the Developer to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that

the said Flat being sold to the Allottee/s herein shall not form part of the Mortgage.

Y. This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Conveyance being executed in favour of the proposed/said Society until the entire development of the project is complete in all respects and Building Occupation/Completion Certificate is received.

Z. The Developer may in future register different phase with Maha RERA and the Allottee/s shall have no objection and gives his/ her/ their/ its express consent for the same.

AA. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

BB. Accordingly, the Developer is absolutely seized and possessed of, and well and sufficiently entitled to develop the said Property in accordance with the recitals hereinabove.

CC. Prior to the execution of these presents the Allottee/s has paid to the Promoter/Developer a sum of **Rs._____/- (Rupees _____ Only)** being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter/Developer to the Allottee/s as advance payment, or Application Fee (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing.

DD. Under Section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

EE. In accordance with the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell, and the Allottee/s hereby agrees to purchase the said Flat and the Car Parking Space (if applicable).

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.

2. The Allottee/s herein has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise investigated satisfied himself/herself/themselves/itself about the Developer's rights to develop the said properties and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Developer and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s herein after execution of this agreement.

3. The Promoter/Developer shall construct the said building/s consisting of Ground + 6 podium + 1 Podium Top + 1 Service Floor + 41 upper floors with further additional floors as may be permitted on the said Property in accordance with the plans, designs, and specifications, as approved by the concerned local authority from time to time.

   Provided that, the Promoter/Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Flat of the Allottee, except any alteration or addition required by any Government authorities, or due to change in law.
   The Allottee/s are aware that the Promoter/Developer may be constructing additional floors over and above the aforesaid 41 floors at a later stage and the Allottee/s being aware of the aforesaid fact, has agreed to purchase the said Flat hereby giving his/ her/ their express approval for the same.

4. The Allottee/s hereby agrees to purchase from the Promoter/Developer, and the Promoter/Developer hereby agrees to sell to the Allottee, **Flat bearing No.** _____ on ____ **Floor,** in **Wing C known as "SAKURA"** of an area admeasuring approximately _____ **Sq. Feet RERA carpet,** excluding **Balcony/Deck area** _____ **Sq. Feet carpet** (not forming part of sale area) **and Kitchen Balcony/Deck area** _____ **Sq. Feet carpet** (not forming part of sale area)of the **building No. 1,** in the proposed Project **SUPREMO Phase -II ,"**(hereinafter referred to as "**the said Flat**") as shown in the floor plan thereof, hereto annexed and marked as **Annexures "G"** and _____ **Car Parking Space** (**"Car Parking Space**") in the podium constructed on the said Property and more particularly described in the **Third Schedule** hereunder written for a total consideration of **Rs.**_____**/- (Rupees**_____ ____ **Only)** exclusive of taxes, other charges, Development Charges, premium, Taxes etc. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent

and description of the common areas and facilities, which are more particularly described in the Annexure- H annexed herewith.

a. The Allottee/s shall not be allowed to allot/transfer/let-out said Car Parking Space to any party or person and the same shall always be considered as married to the said Flat. The Allottee/s shall keep the Car Parking Space in the same condition as has been handed over by the Developer to the Allottee/sand in terms of sanctioned plan of Project and shall not enclose or cover it in any manner. The Car Parking Space shall be used by the Allottee/sonly for the purpose of parking its own light motor vehicle, and not for any other purpose.

b. The total aggregate consideration amount for the said Flat is **Rs._____/- (Rupees _____ _____Only)** (**"Total Consideration"**) and the Total Consideration is payable the Allottee/s to the Promoter in manner as set out in the Annexure- "I" hereto.

c. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the total consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Developer shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee/s and even post formation of the Society/Ultimate Body of Allottee/s for a period of 5 years after the execution of the Deed of Conveyance/ Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has accorded his approval to the Developer whereby the Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the

Society/Ultimate Body and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be /and/or deemed Conveyance/ Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultimate Body. All the above respective payments shall be made to the Developer within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Developer.

d. The Developer has the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequences of the aforesaid milestones.

e. The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

f. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of _____

g. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/ demand draft drawn in favour of _____

h. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, Goods and Services Tax (**"GST"**), Swachh Bharat Cess, any other Cess, or any other similar taxes which may be levied any time, hereinafter in connection with the construction of, and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Flat.

i. For the purpose of this Agreement,

- *"**GST**" means and includes any tax imposed on the supply of goods or services or both under GST Law.*

- *"**GST Law**" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*

- ***"Cess"** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

j. Taxes shall be payable by the Allottee/s on demand made by the Developer within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Developer from and against the same, time being of the essence of this Agreement.

k. The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

l. The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf, to that effect along with the

Demand Letter being issued to the Allottee, which shall only be applicable on subsequent payments.

m. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

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

o. The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.

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

q. The Allottee/s hereby agrees that in the event any amount is payable by way of premium to the Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Developer in respect of the said Property, the Allottee/s shall reimburse the same to the Developer such amount in proportion to the area of the Said flat agreed to be purchased by the Allottee/s, for which such payment is required to be made and in determining such amount the decision of the Developer shall be conclusive and binding upon the Allottee/s;

r. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Developer, the same shall be reimbursed by the Allottee/s to the Developer in proportion of the said Flat/unit agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Allottee/s.

s. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said Flat/unit shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.

5. The Developer shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Developer may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/unit/ commercial said flat/unit etc. under this agreement.

6. It is hereby expressly agreed that the Developer shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said flat/unit, shops, garages and allot or deal with as they may deem fit `excusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Developer may deem fit without affecting or prejudicing the rights of the Allottee/s in the said flat/unit under

this agreement. The Allottee/s and/or the Society shall not object to and hereby give his/her/its irrevocable consent to the Developer allotting, selling or otherwise dealing with garages, stilt podium parking stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.

7. The Developer hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans, or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Flat.

    a. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the Common Areas to the Association of the Allottees after receiving the Occupancy Certificate, or the Completion Certificate, or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement.

8. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 1922.36 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, upon modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index as proposed to be utilized by them on the said Property in the Project, and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong the Developer only till conveyance/assignment of leasehold rights.

    a. The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights ("**TDR**") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Land or elsewhere as may be permitted as per applicable laws.

b. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the said Property.

c. Neither the Allottee/s nor any of the other purchasers of the Flat(s)/premises/units in the building being constructed on the said Land nor the association / Apex Body / apex bodies to be formed of purchasers of Flat(s)/premises/units shall be entitled to claim any FSI and/or TDR howsoever available on the said Land. All FSI and/or TDR at any time available in respect of the said Land or any part thereof shall belong to the Developer, till the time the development of the said Land as contemplated by the Developer is completed by the Developer and said Land is conveyed to the association/ society in the manner set out herein below.

d. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built-up area on the said Land as may be permissible.

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

a. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

b. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Flat and the Car Parking Space(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any

manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

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

d. Provided that, Developer shall give notice of fifteen days in writing to the Allottee either by Speed Post/ Registered Post at the address provided by the Allottee and/or send mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement, and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

e. In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction. In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (i) stamp duty and

registration charges on the Agreement for Sale, if paid by the Developer under any scheme and (j) No-cost EMI charges, if paid by the Developer under any scheme, (collectively referred to as the "**Non-Refundable Amounts**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever within 15 days of resale of the said Flat to third party and receipt of the entire consideration from such third party by the Developer. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the said Flat including but not limited to Car Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or Car Parking Space (s) and/or the Project and/or the said Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

f. In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Developer's default, then the Allottee/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with this Agreement and the Developer shall be entitled to forfeit the Non- Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the said Flat and/or Car Parking Space (s) and/or the Project and/or the said Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the said Flat at its sole discretion.

g. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

10. The fixtures and fittings, with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Flat as are set out in **Annexure "H"**, annexed hereto. The Allottee/s hereby confirms that the Allottee/s is/are satisfied about the specifications, fixtures and fitting mentioned in Annexure H and the same only shall be relied by the Parties.

11. The Developer shall offer possession of the said Flat to the Allottee after obtaining Occupation Certificate/Part Occupation Certificate on or before the **31/12/2029** with a grace period of 12 (twelve) months, subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of the installment. If the Developer fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond its control and that of its agents' control by the aforesaid date and subject to reasonable extension of time, the Developer shall be liable on demand (in writing by the Allottee) to refund to the Allottee the amounts already received by it in respect of the Flat with interest, at the same rate as may be mentioned in the clause herein above from the date the Developer received the sum, till the date the amounts and interest thereon is repaid. Post such refund by the Developer to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the said Flat and/or the Project and/or the said Land, and the Developer shall be entitled to deal with the same at its sole discretion.

    a. Provided that, the Developer shall be entitled to reasonable extension of time for offering possession of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

        i. War, civil commotion, or Act of God.

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

12. **Procedure for taking possession –**

    a. The Developer, upon obtaining the Occupancy Certificate from the competent authority and subject to the Allottee/s being in compliance of this Agreement and payment of all the amounts to the Developer as per the Agreement, shall offer

in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice, and the Developer shall give possession of the said Flat to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or Association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing, within 7 days of receiving the Occupancy Certificate of the Flat.

b. The Allottee shall take possession of the Flat within 15 days of the written notice from the Developer to the Allottee intimating that the said Flats are ready for use and occupancy. The Allottee/s shall be deemed to have accepted the possession of the said Flat on expiry of the aforesaid 15 days, in consonance with this Agreement, and shall thereafter, the Allottee/s agree/s to pay the common area maintenance charges as mentioned in this Agreement to the Developer and/or Association of Allottee/s and/or Facility Management Agency appointed by the Developer, as the case may be. The Allottee/s expressly understands that from such date, the risk and ownership to the said Flat shall pass and be deemed to have passed to the Allottee/s.

13. **Failure of Allottee to take Possession of Flat:**

a. Upon receiving a written intimation from the Developer as per clause 12.a, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 12.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

14. The Allottee/s shall in addition to the above, pay to the Developer holding charges **Rs._____ (Rupees _____ _____ Only)** of the said Flat ("**Holding Charges**") and applicable maintenance charges during the period of said delay the said Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

a. Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate or any such certificate issued by the concerned authority approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by

Allottee/s after the intimation of receipt of Occupation Certificate. Further in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the said Flat within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the said Flat and the Car Parking Space along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the said Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the said Flat.

15. If, within a period of five years from the date of offering the said Flat to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act subject to that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the other Flat Holders and/or any Tenant/Occupant in the building or acts of third party(ies) or on account of any force majeure events including on account of any redecoration / any other work undertaken by the Tenant/Occupant and/or any other Flat Holder/person in the said building.

    a. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

16. The Allottee shall use the Flat, or any part thereof, or permit the same to be used only for purpose of residence/office/show-room/shop. He/She/Them shall use the Car Parking Space only for the purpose of keeping or parking vehicle.

17. The Allottee, along with the other Allottee(s)s of the Flats 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. Any delays in signing and handing over of documents by the Allottee to the Developer shall not constitute default of the Developer and the prescribed time period shall stand extended accordingly.

a. With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in terms of this Agreement), the maintenance and management of the Project or certain restricted areas in the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Developer may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the Society.

b. Make provisions for payment of outgoings/CAM to the Society for the purposes of maintenance of Building in which the said Flat is located and the Project.

c. Except Car Parking Space(s) allotted by the Developer in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all parking space(s) *including open parking space(s)* will be dealt with in accordance with the applicable laws. The Allottee/s hereby declares and confirms that except for the Car Parking Space(s) allotted by the Developer/Owner, the Allottee/s does not require any parking space/s including any right towards open parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/she/it/they shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / association, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s)

that Developer/the association shall deal with the parking space(s) in the manner Developer/association deems fit, subject to the applicable laws.

d. The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the Society or Limited Company all the right, title and the interest in the said structure of the Building or Wing in which the said Flat is situated. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the building and underlying Land to the association, the Allottee/s shall continue to pay all the outgoings as imposed by organization and / or concerned authorities and proportionate charges to the Developer from time to time.

e. The Developer shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple Wings or Buildings are constructed.

f. The charges, costs, expenses for conveyance/assignment of leasehold rights, including but not limited to, Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities, or any other charge for the transfer of the said plot on 'actual basis', shall be borne by the Allottee/s in proportion to his gross usable area. This amount is not included in Agreement Value and shall be calculated and informed to the members of the Society after Occupancy Certificate.

g. The Allottee/s agree that within 15 days, after notice in writing is given by the Developer to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building/s. Until the Society or Limited Company is formed, and the said structure of the Building/s or Wings is transferred to it, the Allottee shall pay to the Developer such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so

determined, the Allottee shall pay to the Developer provisional monthly contribution of **Rs._____/- (Rupees _____Only)** per month towards the outgoings, which shall be paid in advance for 12 months on/before possession of the Flat. The amount so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a Conveyance/ Assignment of lease of the structure of the Building or Wing is executed in favour of the Society or a Limited Company as aforesaid. On such Conveyance/ Assignment of lease being executed for the structure of the Building or Wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

18. The Allottee shall, on or before delivery of possession of the said Flat make payment to the Developer / Promoter of the following amounts:-

Sr. No.	Description	Amount
1	Non –refundable legal charges and expenses	
2	Non-refundable for share money, application, entrance fee of the society	
3	Non-refundable deposit towards installation of cable, electric meter, MGL Line (without meter), water meter.	
4	Being [1] year Non-refundable charges towards proportionate share of maintenance @ Rs. 8 on carpet	
5	Non-refundable towards development fund of the society	
6	Non-refundable Infrastructure & Development Charges	
7	MSEB	
8	Debris Charges	
	Total	**Rs._____/-**

(All the aforesaid amounts to be decided by the Developer at the time of possession, on actual amount incurred/to be incurred.)

a. The promoters and allottees both hererby agree that the promoter shall give accounts only for serial number 2 and serial number 6 As mentioned in clause 18 I'm not a deviation to the society which shall be formed by the promoter as per the relevant laws. The allottees agree to the same and shall not raise any objection in future apart from

the above 2 serial numbers the promoter shall not be liable who give accounts for any other recipes either to the society or to the individual member.

19. 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 said 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.

20. **Foreign Exchange Management Act**

a. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Flat are made by non- resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developer accepts no responsibility in this regard and the Allottee/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

21. **Anti-Money Laundering**

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion

of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").

a. The Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

b. The Allottee/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

22. The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association and without causing any disturbance, to the other purchasers of Flat(s)/premises/units in the Project. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Flat or the building, the Developer shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Flat and/or building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the said Flat or the building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Developer shall be adjusted from the fit-out deposit deposited by the Allottee with the Developer, in case such costs/charges and expenses incurred by the Developer are over and above the aforesaid fit-out deposit, then the same shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developer any such costs/charges and expenses

within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the said Flat. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Flat or the building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/ restoration to the said Flat or the building(s)/ Wing(s).

23. Upon the possession of the said Flat being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the said Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the said Flat provided the said Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the said Flat as aforesaid. If the said Flat is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the building and/or purchasers therein, the Allottee/s consent(s) to the Developer to break open the lock on the main door/entrance of the said Flat and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the said Flat.

24. **Facility Management Company**

a. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment of any agencies by the Developer (**"Facility Management Company"**) to manage, upkeep and maintain the building and the Land, club house, meeting room, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate, and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the building (including the Purchaser's proportionate share of the outgoings as provided under this Agreement). It is hereby clearly clarified,

agreed, and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company.

b. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.

c. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the said Flat by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of Flat(s)/premises/units in the building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of Flat(s)/premises/units in this regard.

25. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

a. The Developer hereby represents and warrants to the Allottee as follows:

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

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

iii. There are no encumbrances upon the project land or the Project except those disclosed in the Title Report, if any;

iv. There is no litigation pending before any Court of Law with respect to the project land or Project except those disclosed in the Title Report, if any;

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

vi. The Developer has the right to enter into this Agreement and has neither committed nor omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected;

vii. The Developer has not entered into any Agreement for Sale and/or Development Agreement, or any other Agreement/arrangement, with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Structure to the Association of the Allottees;

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

xi. No notice from the Government, or any other local body or authority, or any legislative enactment, government ordinance, order, notification (including

any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project, except those disclosed in the Title Report.

26. The Parties confirm that the Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over the said Land and the Project, with the authority to grant such rights to the Allottee/s and/or users of Flat(s)/premises/units in the building(s)/Wing(s) being constructed on the said Land at all times and the right of access to the said Land for the purpose of installing, repairing, maintaining and inspecting the club house and meeting room, and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of Flat(s)/premises/units in the Project.

    a. The Parties confirm that necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of said Flat to be executed in respect of the sale/transfer of Flat(s)/premises/units in the buildings to be constructed on the said Land. The Allottee/s hereby expressly approval to the same.

27. The Allottee/s himself/herself/themselves with the intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows: -

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

    ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the building in which the Flat is situated, or storing of which goods is objected to by the concerned local or other authority, and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account

of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost, all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Allottee and, shall not do or suffer to be done anything in, or to the Building in which the Flat is situated or to the Flat, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

vii. That the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately Land by the residents/occupants.

viii. Pay to the Developer, within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government giving water, electricity, or any other service connection to the building in which the Flat is situated.

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

x. Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of Flat(s)/premises/units in the building or other occupants or users of the building, or visitors to the building, and also occupiers of any adjacent, contiguous or adjoining properties.

xi. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the building, without the prior written permission of the Developer/association/concerned authorities.

xii. After possession of the said Flat is handed over the Allottee/s, the Allottee/s may insure the said Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

xiii. The Allottee/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

xiv. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat, until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up and with the prior consent of the Developer.

xv. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority, and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy

and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

xvi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof, to view and examine the state and condition thereof;

xvii. The Allottee/s agree(s) to use the said Flat or any part thereof or permit the same to be used only for the purpose for which it has been approved. The Allottee/s further agree(s) to use the Car Parking Space only for the purpose of keeping or parking car its own car.

xviii. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Flat / mock Flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire the said Flat in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

xix. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the said Flat in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

xx. Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the said Flat or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

xxi. The Allottee/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Flat and/or Car Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other Flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under this Agreement or as and when demanded by the Developer.

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

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

30. **Rights of the Developer**

a. **Hoarding Rights**

The Allottee/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the association and the Allottee/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association for placing / putting up the hoarding/s, provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

b. **Retention**

Subject to, and to the extent permissible under the applicable laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Flats in the Project which may be

subject to different terms of use, including as a guest house / corporate Flats.

c. **Unsold Flat**

i. All unsold and/or unallotted Flat(s)/premises/units, areas and spaces in the building, including without limitation, car parking spaces and other spaces in the basement and anywhere else in the Project or the said Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted Flat(s)/ premises / units and shall be entitled to enter upon the said Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

ii. The Developer shall without any reference to the Allottee/s, association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different Flat(s)/premises/units in the Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association. The Allottee/s and / or the association shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association.

d. **Additional Construction**

The Allottee/s hereby agrees that the Developer shall be entitled to construct any additional area/structures in the Project as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the said Land.

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

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

32. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

33. **BINDING EFFECT**

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

34. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter thereof 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 Flat/plot/building, as the case may be. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

35. **RIGHT TO AMEND**

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

36. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

37. **SEVERABILITY**

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

38. **WAIVER:**

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

39. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

40. **FURTHER ASSURANCES**

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

41. **PLACE OF EXECUTION**

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

42. The Allottee and/or Developer shall present this Agreement as well as the Lease Deed/ Conveyance at the proper registration office of registration within the time-limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

43. **NOTICE**

a. That all notices to be served on the Allottee and the Developer as contemplated by this Agreement, shall be deemed to have

been duly served if delivered to the Allottee or the Developer by Registered Post A.D. and/or sent by mail on their notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name: _____

Address: _____
_____
_____
_____

Email ID: _____

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

c. In case of more than one Allottee/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee/s onto the above mentioned address or any address later notified by the first mentioned Allottee/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

44. **Satisfied with the Developer's Title:**

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee/s relying solely on the Allottee/s 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 Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer 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 Allottee/s.

45. **JOINT ALLOTTEES:**

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

46. **STAMP DUTY AND REGISTRATION:**

The charges towards Stamp Duty and Registration of this Agreement or subsequent writings if any shall be borne by the Allottee/s.

47. **DISPUTE RESOLUTION:**

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

48. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE SAID LARGER PROPERTY

All that piece and parcel of land bearing CTS Nos. 1289 (part), 1290 (part), 1292 (part), 1293 (part), 1294 (part), 1295 (part), 1296 (part) and 1297(part) all of Village- Mulund (East), Taluka- Kurla having area admeasuring 96464.9 sq. meters in the Registration and Sub District of Mumbai Suburban originally forming part of and/or comprised in Survey Nos. 83 to 80 of Village - Mulund East.

SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE SAID PROPERTY

All that portion of an area admeasuring 15,216 sq. meters (12,233.06 sq. meters open residential, 1,008.67 sq. meters Municipal School and 1,974.90 sq. meters Playground) forming part of the land more particularly described in the First Schedule hereinabove written.

THIRD SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE SAID FLAT

Flat bearing No._____ on _____ **Floor,** in **Wing C** known as **"SAKURA"** of an area admeasuring approximately _____ **Sq. Feet RERA carpet,** excluding **Balcony/Deck area** _____ **Sq. Feet carpet** and **Kitchen Balcony/Deck area** _____ **Sq. Feet carpet** of the **building No. 1** in the proposed Project **SUPREMO Phase – II,** together with _____ **Car Parking Space**, being under construction on the portion of land bearing CTS Nos. 1289 (Part), 1290(Part), 1292 (Part), 1293 (Part), 1294 (Part), 1295 (Part), 1296 (Part),and 1297 (Part) of Village Mulund East, Taluka- Kurla in the registration District and sub district of Mumbai City and Mumbai Suburban, situated at 90 feet Road, Near Kelkar College, Mulund East, Mumbai- 400 081, which Flat is shown on the Floor Plan thereof as **Annexure ' G '**.

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

SIGNEDSEALEDANDDELIVERED)
BYTHE WITHINNAMED)
"PROMOTER/DEVELOPER")
M/s. K V BUILDHOME LLP)
Through its Partner)
Mr. _____)

For **K V BUILDHOME LLP**

PARTNER

in the presence of .....

.....

SIGNED AND DELIVERED BY THE)
WITHINNAMED "ALLOTTEE/S")

_____)

In the presence of .....)

RECEIPT

RECEIVED with thanks from Allottee _____**,** a sum of **Rs.**_____**/- (Rupees** _____ _____ **Only)** as and by way of earnest money/instalment towards part payment of total consideration of **Flat bearing No.** _____ on ____ **Floor,** in **Wing C** known as **" SAKURA"** of the **building No. 1** in the proposed Project **SUPREMO Phase –II**, along with to use _____ **Car Parking Space,** situated at 90 Feet Road, Near Kelkar College, Mulund East, Mumbai 400 081, to be constructed on a portion of land bearing CTS Nos. 1289 (Pt), 1290 (Pt), 1292 (Pt), 1293(Pt), 1294(Pt),1295 (Pt), 1296(Pt) to 1297 (Pt) of Village- Mulund (East), Taluka- Kurla in the registration District and sub district of Mumbai City and Mumbai Suburban, as per details mentioned as below:-

- Subject to Realisation of cheque/s

CHEQUE NO.	DATE	DRAWN ON	AMOUNT (Rs.)
Total			**Rs.**_____**/-**

We say received
M/s. K V BUILDHOME LLP

PARTNER

ANNEXURE " I "

SAKURA -

SCHEDULE	AMOUNT
Money received as on	
Payable on or before Execution of the saidAgreement for sale	
On Completion of Plinth (15%)	
On Completion of 3rd Podium (5%)	
On Completion of 6th podium (5%)	
On Completion of 5th Slab (5%)	
On Completion of 10th Slab (5%)	
On Completion of 15th Slab (5%)	
On Completion of 20th Slab (5%)	
On Completion of 25th Slab (5%)	
On Completion of 30th Slab (5%)	
On Completion of Top slab (5%)	
On Completion of Brickwork (5%)	
On Completion of Door Frames (5%)	
On Completion of Fire Fighting Pipes (5%)	
On Completion of Lift & Lobby (5%)	
On Completion of windows (5%)	
On Oc / Possession (5%)	
TOTAL	**Rs.**

ANNEXURE " I "

SAKURA -

SCHEDULE	AMOUNT
Money received as on	
Payable on or before Execution of the saidAgreement for sale	
On Completion of Plinth (15%)	
On Completion of 3rd Podium (5%)	
On Completion of 6th podium (5%)	
On Completion of 5th Slab (5%)	
On Completion of 10th Slab (5%)	
On Completion of 15th Slab (5%)	
On Completion of 20th Slab (5%)	
On Completion of 25th Slab (5%)	
On Completion of 30th Slab (5%)	
On Completion of Top slab (5%)	
On Completion of Brickwork (5%)	
On Completion of Door Frames (5%)	
On Completion of Fire Fighting Pipes (5%)	
On Completion of Lift & Lobby (5%)	
On Completion of windows (5%)	
On Oc / Possession (5%)	
TOTAL	**Rs.**

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ANNEXURE " I "