AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this_____day of _____, 20____;

BETWEEN

M/S. SHREEJI DEVELOPERS, A Partnership firm, incorporated under the Indian Partnership Act 1932, through its Partners **(1) SHRI. NIMESH UTTAMBHAI DESAI, Aged 45 years, AND (2) SHRI. BHUSHAN KHANDERAO PATIL,** Aged 51 years, having their address at 71/706 & 707, Surya Darshan CHSL., Off. Link Road, Mahavir Nagar, Kandivali (West), Mumbai – 400 067, hereinafter referred to as **"THE PROMOTERS"** (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its partner or partners for the time being of the said firm or heirs, executors, administrators of the deceased partner or partners or the surviving partner and assigns) of the **ONE PART;**

AND

_____ Indian Inhabitants residing at _____hereinafter called "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART;**

WHEREAS

A. By and under an Indenture of Lease dated 30th July, 1986 and duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No. 149 the Maharashtra Area Development Authority (hereinafter referred to as "the MHADA") demised unto the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN), (hereinafter called " said society)** all that piece or parcel of admeasuring 1128 square meter bearing C.T.S. No. 39PT, 40PT & 41PT Village: Charkop, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, hereinafter referred to as " The said Land" for a term of 90 years, subject to renewal of lease after expiry of each 30 years and the said lease is valid and in force;

B. The Maharashtra Housing and Area Development Authority (MHADA), vide its Scheme of Construction, Allotment and Sale of Tenements generally known as S.C.S. Scheme constructed on the said plot of land viz. all that piece and parcel of land admeasuring 1128 square meter bearing PLOT NO 114, RDP 2, SECTOR 2, CTS NO. 1C/2/77 OF VILLAGE KANDIVALI being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, Building No.RSC-2/114 at Charkop Sector no.2, Kandivali (West), Mumbai- 400 067, assessed to municipal taxes under `R'-South Ward and Street no RSC-11 Road (hereinafter referred to as the **`Old Building'**). The said Plot with the said Old Building No.RSC-1, Plot no.111

thereon shall hereinafter collectively be referred to as **"the said Property',** more particularly described in the Schedule hereunder written**.** MHADA on construction of the said Building No**.** No.RSC-1, Plot no.111 allotted Flats to various persons who subsequently formed their registered Co-operative Housing Society under Maharashtra Co-operative Societies Act,1960 being the Society herein. The Society consists of total 24 (Twenty-Four) Members, who are residing in the Said Building No.RSC-2/114 along with their respective Family Members in their respective Flats. At present the Society consists of total 24 (Twenty-Four) Members.

C. By and under a Deed of Lease dated 23rd July 1986 duly registered with the Office of Sub-Registrar of Assurances at Andheri / Bandra under Serial No.149, executed by and between MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY therein referred to as the "LESSOR", (which expression shall mean and include their executors, administrators, assigns) of the ONE PART and **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** (CRYSTAL GREEN) therein referred to as the "LESSEE", a Co-operative society, registered under the Co-operative Housing Societies Act, having registration No. BOM (W-R) HSG / TC / 1798 / 85-86 and having its Registered Office at **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** (CRYSTAL GREEN) Plot No.111, Charkop Sector 2, Kandivali (West), Mumbai – 400067, hereinafter referred to as **'the said Society'** (which expression shall mean and include the office-bearers of the said Society) the MHADA has leased out all their right, title and interest in the sad property viz. all that piece and parcel of land admeasuring 1127.4 square meter bearing PLOT NO 114, RDP 2, SECTOR 2, CTS NO. 1C/2/77 OF VILLAGE KANDIVALI being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban together with building standing thereon being Building No.RSC-1, Plot no.111 at Charkop Sector no.2, Kandivali (Weat), Mumbai- 400 067, assessed to municipal taxes under `R'-South Ward and Street no RSC-1 Road to the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** for a period of 90 years with effect from 23/07/1986 on the terms, conditions, rent and covenants of the Said Lease Deed dated 23/07/1986. The **Said Indenture of Lease** is annexed hereto and marked as **ANNEXURE-C.**

D. Thus the said society i.e. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** is the lessee of MHADA in respect of all that piece and parcel of land admeasuring 1127.4 square meter together with said old building no. RSC-1, Plot no.111 situate lying and being at PLOT NO 114, RDP 2, SECTOR 2, CTS NO. 1C/2/77 OF VILLAGE KANDIVALI Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban , hereinafter referred to as the **"Said Property"** for the sake of brevity and more particularly described in the Schedule hereunder written ;

E. The said Society thus is lessee and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property with society building standing thereon more particularly described in the schedule hereunder written and shown in red colour boundary line on the plan annexed hereto hereinafter called **"THE SAID PROPERTY" ;**

F. Owing to passage of time the said society deteriorated and became dilapidated and it became necessary to reconstruct the same and the said society in its **Special General Body Meeting** dated 21/12/2019 the members of said society Party unanimously resolved to reconstruct the said building and owing to paucity of funds, the said society has been unable to undertake

the said reconstruction;

G. The pursuant to Special General Body Meeting dt. 18th July, 2021 the members of Said society Party in presence of authorized officer appointed u/s 79A of Maharashtra Co-operative Society Act, unanimously appointed Promoter herein as their Developer to redevelop the project land and in that behalf said society Party issued appointment letter dt. 27/7/2021 to the Promoter herein, appointing the Promoter as their Developer to the said Project Land ;

H. The Promoter by its Offer Letter dated 7/04/2021 expressed the willingness to demolish the existing Said society Party Building and construct free of costs a new structure on the said land by exploiting the FSI available in respect of the said land and rehabilitating the existing members in the newly constructed premises and selling in open market the remaining flats and commercial units for recovering the cost of construction;

I. The said society Party, in its **General/Special Body** Meeting dated 18/7/2021 unanimously accepted the said proposal / offer and resolved to appoint the Promoter as their Developer of the Said society Party to develop the said property ;

J. Vide a Development Agreement dated 22nd Dec, 2021 made and entered between the Promoters therein referred to as the Developers and the said society , therein referred to " said society and Members of the said society therein referred to as " THE MEMBERS" duly registered with the office of the Sub Registrar of Assurances, Borivali- 7, under no. BRL-7,10389/2021 the said society granted to the Promoters, development rights to re-develop the said property viz. all that piece and parcel of land admeasuring 1128 square meter bearing PLOT NO 114, RDP 2, SECTOR 2, CTS NO. 1C/2/77 OF VILLAGE KANDIVALI ctsTaluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban together with building standing thereon being Building No.RSC-1, Plot no.111 at Charkop Sector no.2, Kandivali (West), Mumbai- 400 067, assessed to municipal taxesunder `R'-South Ward and Street no RSC-1 Road to the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** comprising of Ground Plus Six Upper Floors **(hereinafter referred to as the "said building") (the "said land" along with the said building hereinafter collectively referred to as the "said Project Land")** with all the benefits of F.S.I. available thereon including T.D.R (Transfer of Development Rights) benefitson the said Project Land in accordance with the policy of MHADA and in accordance with plans as approved by MCGM and / or other concerned by Competent authority or any other Government or semi Government authorityupon the terms and conditions therein contained (hereinafter referred to as "redevelopment project").

K. By Power of Attorney executed on 29/12/2021 by the Said society Party in favour of M/s. Shreeji Developers and registered under No. 10689 on 29/12/2021 with the Sub-Registrar of Assurances, Borivali-7 Mumbai Suburban District, the Said society Party granted various powers enumerated therein to the said Attorneys in respect of redevelopment project and re-constructing a new building and granting all flats and commercial premises therein to the existing members of the Said society Party and the prospective purchasers and do other acts, things and deeds incidental thereto;

L. The Promoters have appointed at their own costs CNS Consultant as Architects and Jai Shree Krishna as structural engineers to prepare the necessary plans, drawings, elevations, structural designs etc. in respect of redevelopment of the said Project Land;

M. Accordingly, the Promoters have submitted the redevelopment proposal to MHADA/MCGM to get the aforesaid tentative plans duly approved by the MCGM and/or other relevant authorities through their aforesaid Architect for redevelopment of the said Project Land by demolishing the existing building and thereafter to construct one wings of 22 stories each by utilizing the full potential of the available FSI on the final demarcated plot as per the prevailing policies of MHADA and Development Control Promotional Regulations 2034 (DCPR 2034) and other relevant authorities of semi-government and/or Central Govt.

N. The Promoter has submitted layout and building plan in respect of the Project Land described in the Schedule hereunder written and has got sanctions and approvals from MHADA/ Municipal Corporation of Greater Mumbai ("MCGM") vide Commencement Certificate No. MH/EE/(BP)/GM/MHADA-74/1245/2023/CC/1/New dated 20th July, 2023 and As per approved plan/amended plan dated 14th Feb 2023 approved by building permission cell / MHADA (A DESIGNATED PLANNING AUTHORITY FOR MHADA LAYOUTS CONSTITUED AS PER GOVERNMENT REGULATION NO.TPB4315/167/CR-51/2015/UD-11 DT.23 MAY 2018) , copy whereof are annexed hereto and marked as **Annexure "A"**;

O. MHADA vide its NOC dated 25th Jan 2023 bearing reference No. NO.CO/MB/REE/NOC/F-1403/265-2023 has approved the said scheme of redevelopment under DCPR 2034 copy whereof is annexed hereto and marked as **Annexure "B"**;

P. The MHADA has duly issued Intimation of Disapproval (IOD) under Letter bearing No. MH/EE/BP cell/GM/MHADA-74/1245/2023 copy whereof is annexed hereto and marked as Annexure **"C"**;

Q. By virtue of the aforesaid, the Promoter became entitled to develop the Project Land by demolishing the old building of the said society party and has been constructing new building to be known as Solitaire consisting of same wing for the members of the Said society Party and has exclusive right to sell the remaining Apartments/flats/Shops/ other premises after providing premises to the existing members of the Said society Party, sell the remaining Apartments/ flats/Shops/ other premises to the prospective Purchasers and for that purpose to enter into agreements with the Purchasers of the Apartments/ flats/Shops/ other premises and receive the sale price in respect thereof;

R. Pursuant to the aforesaid right vested in the Promoter, the Promoter with the knowledge and consent of the said society is entering into this Agreement with the Purchaser to sell to the Purchaser an Apartments/ flats/Shops/ other premises from and out of the free sale area coming to the share of the Promoter at or for the price and on the terms and conditions herein contained;

S. While sanctioning the plans the concerned local authority and/or government have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the buildings and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the buildings shall be granted by the concerned local authority.

T. The Promoter is intending to construct single buildings identified as single wing comprising of Ground/Stilt plus 22 upper floors on the Project Land.

U. An underground water tank, rainwater harvesting, and sewerage treatment plant shall form part of the Common Areas and Amenities for the Project.

V. The Promoter's has conducted due diligence in respect of the Project Land described in the Schedule hereunder written and Promoter's Advocate Dhirendra D. Singh has also issued Title Report as provided under Real Estate Regulatory Authority, copy whereof is annexed hereto and marked as **Annexure "D"**;

W. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project, the Common Areas and Amenities, which are to be provided along with the future Buildings to be constructed and the Internal Apartment Amenities to be provided.

X. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the agreement is in the manner prescribed by the Council of Architects;

Y. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of all the buildings in the Project;

Z. The Purchaser/s after having investigated and after being fully satisfied in respect of title of the Said society Party and Promoters to the said Property, has/have approached the Promoters and requested the Promoters to allot to him/her/them Flat No._____admeasuring_____square meter rera carpet area on_____habitable floor in the proposed New Building to be known as _____ to be constructed on the said Project Land, which flat is shown in red colour boundary lines on the plan annexed and marked as **Annexure "E"** hereto (hereinafter referred to as **"the said Flat**") for the consideration of Rs. _____ (Rupees _____ only) (hereinafter referred to as "**Sale Price**") and on the terms and conditions hereinafter appearing ;

AA. Along with the said Flat, at the request of the Purchaser/s, the Promoters have also agreed to permit to the Purchaser/s to use and occupation of_____car parking space (hereinafter referred to as "**Parking Space**").

BB. The Promoters have created mortgage /charge, inter alia, in respect of their rights in the Project Land in favour of _____

CC. The Promoters have registered the said Project Land as Real Estate Project under the provision of RERA and RERA Rules with the Authority at Mumbai under no._____on_____. Copy of RERA Registration Certificate issued by the Authority is annexed and marked as **Annexure "F"** hereto.

DD. In addition to the above documents, following documents are also annexed herewith to this Agreement;

i. Copy of the plan showing inter-alia the said Project Land **(Annexure "G")**;
ii. Copy of Property Register Card of Project Land (**Annexure "H"**);
iii. Copy of I.O.A. and C.C. (**Annexure "I"**);
iv. Copy of the floor plan **(Annexure "J");**

The relevant details along with the annexures annexed to this Agreement are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in*

EE. The Purchaser/s has/have demanded inspection from the Promoters and the Promoters have given inspection to the Purchaser/s of all documents of title relating *inter-alia* to the said Project Land, and the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters Architects, the Title Certificate, revenue records and all other documents as specified under RERA Act and RERA Rules, as amended upto date and the Purchaser/s is/are fully satisfied with the title of the Promoters in respect of the said Property and the Promoters' right to allot various premises in the project land to be constructed on the said Property and has/have agreed not to raise any requisitions on or objections to the same.

FF. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Purchaser/s, and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908.

GG. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

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

1. AGREEMENT

1.1 The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

2. CONSTRUCTION OF TOWER i.e. REAL ESTATE PROJECT

2.1 The Promoters shall construct the building to be known as Solitaire (said building) on the said project land being the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, MHADA, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser/s.

3. PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION

3.1 The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to allot to the Purchaser/s the said Flat being a Flat No._____ admeasuring_____square meters rera carpet area or on _____ habitable floor in the said tower, and as shown in red colour boundary lines on the typical floor plan annexed and marked as **Annexure "E"** at and for the lumpsum price of Rs._____/- (Rupees _____ only) (hereinafter referred to as "**Sale Price**") payable by the Purchaser/s to the Promoters in the manner as mentioned in clause 3.5 below.

3.2 The Promoters have agreed to permit the Purchaser/s, the right to exclusive use of_____car parking space/s in stilt/podium of said Building (hereinafter referred to as "**the Parking Space/s**"). The said Flat, Appurtenant Area and Parking Space/s are hereinafter collectively referred to as "**the said Premises**".

3.3 The Appurtenant Area and Parking Space are made available free of charge to the Purchaser/s and the sale price agreed to be paid under this Agreement is only for the carpet area of the said Flat.

3.4 The Promoters shall confirm the final carpet area of the said Flat that has been agreed to be allotted to the Purchaser/s only after construction of said Tower is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the Promoters shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with the interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "**Interest Rate**"). In the event of increase in carpet area of the said Flat,

the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.

3.5 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs_____/- (Rupees _____ _____only) to the Promoters as follows:-

	PAYMENT SCHEDULE SOLITAIRE	
Sr.No	**Activity**	**Percentage of work**
1	Earnest money	10.00%
2	On commencement certificate	10.00%
3	on completion of Plinth	20.00%
4	on completion on 3rd Slab	3.00%
5	on completion on 6th Slab	3.00%
6	RCC Slab 9th Slab	2.00%
8	Internal walls, (BLOCK WORK) Wooden Doors frame of particular floor	5.00%
7	RCC Slab 12th.Slab	2.00%
9	Gypsum & Internal Plaster of particular floor	2.00%
10	RCC Slab 15th Slab	2.00%
11	RCC Slab 18th Slab	2.00%
12	RCC Slab 21st Slab	2.00%
13	Kitchen Platform, Electrical concealed of particular floor	3.00%
14	Internal Plumbing concealed (inside flat) waterproofing of particular floor	5.00%
15	Dado tiles &Flooring of particular floor	3.00%
16	Sanitary Fitting, Electrical works, Electrical fittings (inside flat) of particular floor	3.00%
17	Lift installation & Terrace waterproofing	5.00%
18	Internal Painting of particular floor	3.00%
19	Elevation/ EX Painting	5.00%
20	Staircase,Lift lobby , OH Tank & Fire Fighting, UG Tank & Compound wall, Entrance lobby	5.00%
21	Possession	5.00%
	TOTAL	**100.00%**

Time for payment of each installment is the essence of the contract.

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts.

3.6 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or

imposed by the competent authority local bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Purchaser/s, which shall only be applicable on subsequent payments.

3.7 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "_____". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "_____". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event without prejudice to the right of the Promoters to charge interest at the Interest Rate on the amounts due, the Promoters shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination of the Agreement.

3.8 The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 14.1 hereinafter. Any of the taxes including GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

3.9 The Purchaser/s are aware that as per present statute, GST is leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

3.10 The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and GST, on or before 7th day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective form/s is/are filed, shall furnish challan to the Promoters. The Purchaser/s is/are aware that the time to make the payment of installments and GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the three installments together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoters to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the Interest Rate to the Promoters on all delayed payments from the due date till the date of realization thereof.

3.11 The Promoters may allow, in its sole discretion, a rebate for early payments 79payments at the rate of _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

3.12 The Promoter 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 1(a) of this Agreement.

4. VOLUNTARY CANCELLATION BY PURCHASER/S

4.1 In the event, the Purchaser/s desire/s to cancel the allotment of said Flat for any reason whatsoever (save and except the Promoter fails to offer the possession of the said Flat in terms of this Agreement), then Promoters shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Price and the Purchaser/s shall not be entitled to claim such amount paid by him/her/them to the Promoters. The Purchaser/s shall also have to bear and pay to the Promoters, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoters to the broker. The Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoters from the Purchaser/s till the time of such cancellation. The Promoters shall return the balance amount from the Sale Price (if any) to the Purchaser/s within 30 (thirty) days from the date of such cancellation.

5. FULL AGREEMENT

5.1 The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

6. PARKING SPACE/S AND APPURTENANT AREA

6.1 The Purchaser/s is/are aware that the said Parking Space/s and Appurtenant Area are provided by the Promoters to the Purchaser/s without consideration. the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s by the Promoters and/or the said

CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN) and shall pay such outgoings in respect of the Parking Space/s and Appurtenant Area as may be levied by said **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**.

6.2 The Purchaser/s herein agree/s and confirm/s that Parking Space/s shall be used for parking of the motor vehicles only and the Appurtenant Area shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s and/or Appurtenant Area;

6.3 The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoters for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.

7. EVENT OF DEFAULT AND CONSEQUENCES

7.1 The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

(i) If the Purchaser's delays or commits default in making payment of any of the amounts and/or any of the three installments of any amount payable under this Agreement or otherwise;

(ii) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;

(iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

(iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

(v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;

(vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.

(vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

(viii) If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or Said New Building or any part thereof;

(ix) If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the Said Flat or any part thereof;

7.2 On happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoters shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct all amounts mentioned herein above and balance if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new purchaser/s shall be of the Promoters and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoters. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoters shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Owner (if any) towards the said Flat and (paid by him/her/them to the Promoters towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoters towards the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand

pay to the Promoters his /her / their proportionate share to make up such deficit.

7.3 Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoters, then the Promoters shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoters interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

7.4 All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

8. RIGHTS IN THE SAID FLAT AND COMMON AREA

8.1 It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoters strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of said Tower including common area ("**Common Areas and Amenities of Tower**"), The Purchaser/s hereby confirm/s and approve/s to the irrevocable, absolute and unfettered right of the Promoters to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold flats/units and car parks and portion or portions of said Tower, in the manner deemed fit by the Promoters without any approval or concurrence of the Purchaser/s or any other person. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**.

8.2 With regards to the Common Areas and Amenities of said Tower, it is agreed that:

(i) the Promoters shall always be the owner and will have all the rights, title, interest in respect of the Common Areas and Amenities of said tower and will be entitled to deal with and dispose of the same in such manner as the Promoters may deem fit till the said society take charge of the project land.

(ii) the Purchaser/s shall only be permitted to use the Common Areas and Amenities of said Tower on such terms and conditions as the Promoters and/or **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** may deem fit.

9. ALTERATION IN THE LAYOUT, PLANS AND DESIGN

9.1 The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Purchaser the plan relating to the Project.

10. FORCE MAJEURE

10.1 For the purpose of this Agreement, '**Force Majeure Events**' shall mean and include:

(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.

10.2 It is agreed that the time of delay occasioned by a Force Majeure Event shallbe automatically and *ipso facto* extended suitably for the Promoter in order to comply with its obligations hereunder.

11. POSSESSION DATE DELAY AND TERMINATION

11.1 The Promoters shall complete the construction of the said Flat and offer possession thereof to the Purchaser/s by_____("**the said Date**"). If the Promoters fail and/or neglect to offer possession of the said Flat to the Purchaser/s on the said Date on account of reasons beyond their control, then Promoters shall be liable, on demand, refund to the Purchaser/s the amounts already received by the Promoters from the Purchaser/s in respect of the said Flat with interest at the Interest Rate calculated from the date The Promoters received such amount and till such amount is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for offering possession of the Said Flat to the Purchaser/s , if the completion of the Project is delayed on account of force majeure events as enumerated in clause no.10.1 herein above

11.2 The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 14.1 below. The Promoters, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under

these presents), shall send a written notice to the Purchaser/s ("**Possession Notice**") to occupy the said Flat within 60 (sixty) days from the date of such notice. The Purchaser/s shall occupy the said Flat within 60 (sixty) days of the Promoters giving Possession Notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the Date of Possession.

11.3On and from 60 (sixty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property, Common Areas and Amenities to the Promoter etc to the Promoter until Promoter hand over charge to the Consenting Party including Purchaser/s shall pay such proportionate share of outgoings as may be determined by the Promoters from time to time. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoters the sum as mentioned in Clause 14.1by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MCGM at the time of possession. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with Promoters charge is handed over to the Consenting Party

11.4If the Promoters fail(s) to offer the possession of the said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 0), then the Purchaser/s shall be entitled to either of the following:

(i) call upon the Promoters by giving a written notice ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Price paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchaser/s till the date of offering the possession of the said Flat by the Promoters to the Purchaser/s;

OR

(i) the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter ("**Termination Notice**"). On the receipt of the Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Purchaser shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest at the Interest Rate. On Purchaser/s issuing Termination Notice, the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and the Promoters shall be entitled

to deal with and/or dispose off the said Premises in the manner they may deems fit and proper.

11.4.1 In case if the Purchaser/s elects his/her/their remedy under sub-clause 11.4 (i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 11.4 (ii) above.

12. DEFECT LIABILITY PERIOD

12.1 The provisions of the Act mandate a defect liability period of five years for any structural defect in the Flat or any defects in the Project on account of workmanship, quality or provision of service.

12.2 The Promoter has informed the Purchaser that upon the completion of the Project the Promoter shall handover to the said society the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party contractors / vendors.

12.3 In case of any structural defect in the Flat or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party contractors / vendors, then in that event the wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided However, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Purchaser or any other force majeure circumstance arising. The Purchaser hereby agrees and undertakes that the Purchaser shall not carry out any alterations of whatsoever nature in the said flat or buildings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Purchaser and which result in any defect, then the defect liability of the Promoter shall automatically become void. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by

normal wear and tear and by negligent use of Flats/Shops by the Purchasers/occupants, vagaries of nature etc.

12.4 It shall be the responsibility of the Purchaser to maintain his/her/their Flat/Shop/Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Flat/Shop/Apartment are regularly filled with white cement/epoxy to prevent water seepage.

12.5 12.Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s before the defects liability period, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.

12.6 The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

12.7 The Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Apartment/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

13. USE AND OCCUPATION

13.1 The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.

13.2 The Purchaser shall not carry out any activities from the said Flat that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Building or to any one in its vicinity or neighborhoods.

13.3 The Purchaser hereby unconditionally agrees not to raise any claim or dispute with respect to parking space with the Promoter any time hereafter. The Purchaser further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is sought by the Purchaser or his heirs, executors, administrators or assigns against the Promoter.

13.4 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said flat by the Purchaser , the Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.

14. OTHER CHARGES

14.1 As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Promoters offering possession of the said Flat, pay to the Promoters, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3.1 above and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoters are entitled to retain and appropriate the same to its own account.

Sr. No.	Particulars	Amount (Rs.)
1.	Legal Charges	Rs_____/-
2.	Share Money	Rs_____/-
3.	Electricity Deposit	Rs._____/-
4.	Development Charges	Rs._____/-
5.	Corpus Fund	Rs_____/-
6.	Maintenance Charges Deposit	Rs_____/-
7.	Mahanagar Gas connection (subject to availability)	Rs_____/-
8.	Charges towards becoming member of the said society	

The Promoters shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts does not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

14.2 All costs, charges and expenses incurred in connection with the becoming member of the said society viz. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser/s ;

14.3 The Promoters shall allot all flats, car parking, etc. intended to be constructed on the said Property with a view ultimately that the purchasers/Purchasers of all the flats, car parking etc., in the said Tower shall be admitted to the said society viz. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, car parking, etc. separately and independently and the purchasers/Purchasers of all the flats, car parking, etc. in the said Tower shall be admitted to the said society viz. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**.

15. COVENANT AND REPRESENTATION OF THE PURCHASER/S

15.1 The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenant/s with the Promoters as follows:

(i) Not to do or suffer to be done anything in or to Real Estate Project, , said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchasers' own cost in good repair and condition from the date on which the Purchaser/s is/are permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

(ii) Not to store anything in the refuge floor and/or in fire check floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Project or said property and in case any damage is caused to the Project on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Project.

(v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Project or do any act to affect the F.S.I potential of the said Property.

(vi) Not to affix any fixtures or grills on the exterior of the said Tower for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoters and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoters.

(vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property / Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(viii) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 14.1 above and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or

government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Project.

(ix) Not to delay / default in payment of 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 from time to time.

(x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoters / said society viz. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.

(xi) Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**, for the purpose of maintenance and up-keep of the Project/said proeprty and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.

(xii) Shall not violate and shall observe and perform all the rules and regulations which the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** regarding the occupation and use of the said Flat in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the Project which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Project and the Purchaser/s shall not hold the Promoters so liable;

(xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the Project.

(xv) Shall never in any manner enclose any Appurtenant Area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Project such as passage, lobby, stair case and / or any part of the said Property .

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

15.2 In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property / Project . If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses.

(ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, Project or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses.

(iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including

but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or Project nor litter or permit any littering in the common areas in or around the said Premises and/or the Project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or Project to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.

(iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the s Project . No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.

(v) Shall not display at any place in the Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Project and/or or common area therein or in any other place or on the window, doors and corridors of the Project.

(vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;

(vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;

(viii) Shall cause the said society viz. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** to paint Project at least once in every five years maintaining the original colour scheme

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

16.1 The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

(i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;

(ii) The Promoters have 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 except those disclosed to the Purchaser/s;

(iv) There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Purchaser/s;

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

(vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoters are restricted to enter into these presents;

17. ENTRY IN THE SAID PREMISES

17.1 The Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project and/or the said property and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Project in respect whereof, the purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

18. DEFECT LIABILITY

18.1 If within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said Premises or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the Project.

19. MAINTENANCE CONTRACT

19.1 PROJECT

(i) The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Project, such decision shall be final and binding and Amenities of said Tower , excluding Property of **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN))**

(ii) The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said project/said property, such decision shall be final and binding until the charge is given to the said **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)**. Thereafter, the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** will undertake to maintain the said property and every part thereof in the manner as it was handed over save and except normal wear and tear of the property.

20. HOARDINGS AND SIGN BOARDS

20.1 It is expressly agreed that the Promoters shall have an irrevocable right and be entitled to put a hoarding on the Project/said property or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation on the exterior of the Tower as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the said Tower/said property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** shall not have any right or be entitled to any of the rents, profits and other compensation including any

increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.

21. TRANSFER

21.1 The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoters, which consent shall be given by the Promoters, subject to such terms and conditions as the Promoters may deem fit and proper.

22. MORTGAGE

22.1 The Purchaser/s hereby grant/s his/her/their irrevocable approval to the Promoters mortgaging the said Property with the Project and/or said property being constructed thereon, to enable the Promoters to augment the funds for the development of the Project and/or said property .

22.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoters and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoters shall have and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoters under this Agreement or otherwise.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S)

23.1 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 purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

24. WAIVER

24.1 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the

provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

25. SEVERABILITY

25.1 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

26.1 Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Project.

27. FURTHER ASSURANCES

27.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order 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.

28 PLACE OF EXECUTION AND REGISTRATION

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

28.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser/s will attend such office and admit execution thereof

28.3 The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

29. INDEMNITY

29.1 The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

30. NOTICE

30.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned

30.2 A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery

(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

31. PAN

31.1 For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser/s are as follows:

(i) Promoters PAN _____

(ii) Purchaser/s PAN _____

32. LEGAL ADVICE

32.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project, and also the Project and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

33. Dispute Resolution :-

Any dispute between parties shall be settled amicably**.** Incase of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE SCHEDULE ABOVE REFERRED TO
(Description of the said Project Land)

all that piece and parcel of land admeasuring 1127.4 square meter bearing PLOT NO 114, RDP 2, SECTOR 2, CTS NO. 1C/2/77 OF VILLAGE KANDIVALI being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban together with building standing thereon being Building assessed to municipal taxes under `R'-South Ward and Street no RSC-1 Road and bounded as follows:-

On and towards North :
On and towards West :
On and towards South :
On and towards East :

SIGNED SEALED ND DELIVERED by the)
Within named "**Promoters**")
M/S. SHREEJI DEVELOPERS.)
by the hands of its authorized signatory)
Mr._____)
In the presence of…
1.
2.

SIGNED AND DELIVERED by the)
Within named "**Purchaser/s**")
Mr /Mrs./ M/s._____)
_____)
_____)
In the presence of…
1.
2.