towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(u) Usage of Flat/ office/ Shop Areas & Parking Space by Allottee/s:

The Allottee/s agree(s) to use the Flat/ office/ Shop or any part thereof or permit the same to be used only for the purpose of residence only. The Allottee/s further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.

(v) 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 specification 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 Flat/ office/ Shop and also acknowledges that the Allottee/s has/have seen all the sanctioned plans and the time schedule of completion of the Project.

(w) The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Flat/ office/ Shop 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 Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(x) Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Flat/ office/ Shop 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.

(y) The Allottee/s agrees and undertakes that the Promoter 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 Flat/ office/ Shop and/or Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other Flat/ office/ Shop 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 clause 4.1 of this Agreement or as and when demanded by the Promoter.

20.2 **Unsold Flat/ office/ Shop**

(a) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Said Property shall always belong to and remain the property of the Promoter as per

their respective shares at all times and the Promoter 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 Property and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

(b) The Promoter shall without any reference to the Allottee/s, Society, 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 Promoter shall be entitled to enter in separate agreements with the Allottee/s of different flat(s)/premises/units in the Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enrol the new Allottee/s as member/s of the society. The Allottee/s and Society 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 Promoter 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 Society.

20.3 **Mortgage & Security**

The Promoter if they so desire shall be entitled to create security on the entire project by availing loans / Financial Assistance / Credit Facilities from Banks / Financial Institutions against respective securities as mentioned hereabove, save and expect the Flat/ office/ Shop Allotted to the Allottee/s. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat/ office/ Shop provided, the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/ office/ Shop agreed to be transferred hereunder

21. <u>Right of Allottee/s to the Flat/ office/ Shop and Common Areas:</u>

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises/unit or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat/ office/ Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/limited company or other body and until the Said Property is transferred to the Apex Body /federation as hereinbefore mentioned.

22. <u>Binding effect:</u>

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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 after deduction of cancellation charges.

23. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. Provisions of this Agreement applicable to the Allottee/s / subsequent Allottee/s:

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

25. 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 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.

26. Right to Amend:

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

27. Method of calculation of proportionate share wherever referred to in the Agreement:

Wherever in this Agreement it is stipulated that the Allottee/s 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/ office/ Shop to the carpet area of all the Flat/ office/ Shop(s) in the Project.

28. Further Assurances:

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.

29. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Allottee/s and the Promoter through its authorized signatory of the Promoter at the Promoter's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at _____.

30. Present for Registration:

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. Notices:

31.1 Any notice, demand or other communication including but not limited to the Allottee/s's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Allotee/s:
Name:
Address:
Notified E-mail ID:

To the Promoter:
Name:
Address:
Notified E-mail ID:

31.2 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 Promoter of its obligation in this regard.

31.3 In case of change of address of the Allottee/s, the same shall be informed to the Promoter well in advance by the Allottee/s.

32. Satisfied with the Promoter'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 Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfil 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 Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

33. **Joint Allottee/s:**

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

34. **Stamp duty and Registration charges:**
The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s only.

35. **Dispute Resolution:**
Any dispute between Parties shall be settled amicably. In case 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.

36. **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 courts in Mumbai will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

All that piece or parcel of land or ground bearing C.T.S No. 3, 3/1 to 38, of Village Akurli and C.T.S. No. 377, 377/1 to 20 of Village Poisar admeasuring 2223.20 sq. meters or thereabouts together with a building known as "Kandivali Sanghvi Co-Operative Housing Society Ltd" standing thereon consisting of 2 (two) Wings viz., Wing "A" comprising of Ground + four Upper Floors and Wing "B" comprising of Ground plus three Upper Floors having in aggregate 82 [Eighty Two] lying being and situated at Kamla Nehru Cross Road No. 1, Kandivali (West), Mumbai - 400067 in the Registration District and Sub-District of Mumbai Suburban and bounded as follows:

On or towards North	:-	By property bearing CTS No. 378
On or towards South	:-	By property bearing CTS No. 344A/344B
On or towards East	:-	By property bearing CTS No. 368
On or towards West	:-	By property bearing CTS No. ET43/EP-T91

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said premises/unit)

All the right title and interest in respect of Flat/Unit/Premises No. ___, situated on the ___ Floor of the proposed building to be constructed, admeasuring _____ sq. ft. in the building known as '_____', along with _____ Car Parking space/s, situated on the said Property as mentioned in the First Schedule mentioned above.

SIGNED AND DELIVERED by)
the within named "**PROMOTER**")
M/S. TAMOS ASSOCIATES)
through the hands of its Partner)

Husain Soni)
in presence of.....)

M. M. Soni

Witnesses:
1.

2.

SIGNED AND DELIVERED by)
the within named Allottee/s)
[_____],)
In the presence of.....)

Witnesses:
1.

2.

27/09/2023

RECIEPT

RECEIVED on and from the within named the Allottee/s) _____ a sum of Rs. _____/- (Rupees _____) Only by Cash or Cheque/Pay Order/Demand Draft bearing) No. _____ dated _____ drawn on_____) Bank, _____ Branch) being the payment of) deposit of Earnest Money/Booking Amount, towards part) payment as within mentioned.)

Rs. _____/-

WE SAY RECEIVED

M/S. TAMOS ASSOCIATES

For TAMOS ASSOCIATES

Partner

WITNESSES: -

1.

2.

****
DATED THIS __ DAY OF _____ 2023
****

BETWEEN

For TAMOS ASSOCIATES

M/S. TAMOS ASSOCIATES

Partner

...PROMOTER

AND

_____

...ALLOTTEE/S

****
AGREEMENT FOR SALE
****

For TAMOS ASSOCIATES

Partner