AGREEMENT FOR SALE

AVALON RESIDENCY LLP

.... The Promoter/Developer

AND

_____

.... The Purchasers

Dated:_____2023

Avalon/Avalon Residency
Goregaon West, Mumbai 400104

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this___day of August in the Christian Year Two Thousand Twenty Three **BETWEEN AVALON RESIDENCY LLP,** a Limited Liability Partnership firm incorporated under the provisions of Limited Liability Partnership Act, 2008 and having its registered office at 4th Floor, Techniplex-I, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon W est, Mumbai 400 104, represented through its Designated Partners (1) **Mr. Hussein Abdul Karim Balwa** and (2) **Mr. Arif Fazlani**, hereinafter referred to as the "**Promoter/Developer**" (which expression shall, unless it be repugnant to the subject, context or meaning thereof be deemed to include the present partners and the partners from time to time constituting the said firm and their survivor(s) or survivor of them and the heirs, executors and administrators of the last survivor and their permitted assigns) of the **ONE PART.**

AND

MR. / MS._____, residing at_____, hereinafter referred as **"Purchaser/s"**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is by an individual]***

OR

MR./MS._____, **AND**
MR./MS._____,
MR./MS._____, **AND**
MR./MS._____,
MR./MS._____, **AND**
MR./MS._____,
MR./MS._____, **AND**
MR./MS._____, all residing at

_____, hereinafter collectively referred as **"Purchasers"**, (which expression shall unless it be repugnant to the context ormeaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and permitted assigns) of the OTHER PART; **[*Note: applicable in case of joint purchasers]***

OR

MR._____, residing at _____ in his capacity as Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as **"Purchaser"**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns) of the OTHER PART; ***[Note: applicable in case where purchase is on behalf of HUF]***

OR

M/S _____, a registered partnership firm, constituted under the provisions of the Indian Partnership Act, 1932 and having its principal office of business at _____ hereinafter referred as **"Purchaser"**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner and permitted assigns), acting through Mr./Ms. _____, its partner duly authorised under the resolution dated _____ passed by the partners of the firm) of the **OTHER PART**; ***[Note: applicable in case where purchase is in the name of a Partnership Firm]***

OR

_____Limited, a company registered under the provisions of the Companies Act, 1956 / Companies Act, 2013 and having its registered office at _____ hereinafter referred as **"Purchaser"**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors in business and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is bypublic/private limited company]***

OR

M/S_____a proprietary concern carrying on its business through its proprietor Mr./Ms. _____ and having his office at, _____ hereinafter referred as "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is by a sole proprietary concern]***

OR

_____, a public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at _____, acting through its trustee/s Mr./Ms. _____, hereinafter referred as **"Purchaser"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is by a public charitable trust]***

OR

_____, a private trust/ settlement having office at _____, acting through its trustee/s Mr./Ms. _____, hereinafter referred as **"Purchaser"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust, beneficiaries and the heirs, executors and administrators of the last surviving trustee and beneficiaries and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is by a private trust]***

OR

_____LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____ hereinafter referred as "**Purchaser**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner and permitted assigns) of the **OTHER PART**; ***[Note: applicable in case where purchase is by LLP]***

The Developer, the Purchaser(s) are hereinafter for the sake of brevity collectively and jointly referred to as '**Parties**' and individually as '**Party**'.

W H E R E A S:

A. By a Deed of Conveyance registered under Serial No. BOM-3021/1951 registered with the Sub-Registrar of Assurance dated 11th May 1951, one Mr. Jivatlal Pratapshi therein called the Vendor of the One Part and Mr. Ismail Janmohamed Balwa, Mr. Abdul Karim Ebrahim Balwa, Mr. Ibrahim Salemohamed Kojar and Mr. Suleman Rajmohamed Kojar therein called the Purchasers of the Other Part, purchased all those pieces or parcels of land or ground being Sub-Plot A, Sub- Plot B, Sub-Plot C-1, Sub-Plot C- 2, Sub-Plot C-3, Sub-Plot C-4, Sub-Plot D, Sub-Plot E (plus 90 Ft wide ROB and 13.40

meters wide D.P. Road handed over) bearing CTS Nos 1390, 1390A, 1390/1 to 1390/11 of Village Malad South, CTS Nos. 73A/A, 73A/B, 73A/C and 73A/D of Village Chincholi and CTS Nos. 928/A/01, 928/A/02, 928/A/03, 928/A/04, 928C/A, 928C/B, 928B of Village Pahadi Goregaon West and collectively admeasuring 33,120.96 sq. metres or thereabouts and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said larger property**")**"**;

B. The above Purchasers, being the predecessors-in-title of **Mr. Hussein A.K. Balwa, Mr. Ismail A.K. Balwa and Mr. Umar A.K. Balwa** (hereinafter referred to as the "**Owners**"), in the year 1951, constructed a residential building popularly known as Madina Manzil Building, having a total built up area of 18,232.50 sq. feet on a portion of the said larger property bearing C.T.S. No. 1390 (Part), 1390A, 1390/1 to 1390/11 of Village Malad (South) being a building having ground plus 2 upper storeys and was tenanted to the various tenants. The said Madina Manzil building has been since standing on the said larger property and the Owners are presently owners of and entitled to the land thereunder together with the building standing thereon.

C. By an unregistered Indenture of Conveyance dated 16th July 1974 entered by and between Mr. Ismail Janmohamed Balwa, Mr. Abdul Karim Ebrahim Balwa, Mr. Suleman Rajmohamed Kojar and some of the legal heirs of the late Mr. Ibrahim Salehmohamed Kojar (collectively referred to as the "**Vendors**" therein) of the first part (being the predecessors-in-title of the Owners herein) and M/s. Banaskantha Construction Company, through its partners, being Confirming Party No.1, Mr. Yusuf Tajmohamed, Chief Promoter of Balwa Co- operative Housing Society Ltd. being the Confirming Party No.2 and Balwa Co-operative Housing Society Ltd., the Purchasers therein, the Vendors therein agreed to sell, transfer and convey about 1,717 sq. metres of land bearing Old CTS No. 928(Part) of Village Pahadi Goregaon being part of the said larger property, more particularly shown in the plan annexed to the unregistered Indenture of Conveyance dated 16th July, 1974 and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **"the said property No.1"**). On the said property No.1, a building known as Balwa Co-operative Housing Society Ltd. consisting of ground plus 4 upper storeys and having W ings A, B, C and D was constructed in accordance with the plans approved by the Bombay Municipal Corporation under File bearing No. GBP/421 in accordance with then prevailing laws having a built up area of about 28,342.00 sq. feet, on a no-profit no-loss basis for creating housing facilities for families of Banaskantha District in North Gujarat, from where the ancestral family of the Owners hail. The details of the flats that were allotted to the Purchaser/ss are more particularly described in the unregistered Indenture of Conveyance. Since the time of allotment of flats to the Purchaser/ss, some of the erstwhile Purchaser/ss/owners have transferred their rights in their respective flats to the respective transferees for

consideration and such transferees are absolutely seized of and are in exclusive possession of their respective flats in the aforesaid building, i.e., Balwa Co-operative Housing Society Ltd. situated on the said property No.

1. The unregistered Indenture of Conveyance dated 16th July, 1974, at the relevant time, could not be registered and remained to be registered as all the legal heirs of Late Mr. Ibrahim Salemohamed Kojar had not executed the indenture and therefore, it remained to be registered. Accordingly, the unregistered Indenture of Conveyance dated 16th July, 1974, could not take legal effect and the said property No.1 continued to vest in the names of the predecessors-in-title of the Owners and thereafter as on date it is still in the names of the Owners. The Owners names are reflected in all the revenue records including the property card and relevant land records of the statutory authorities and the Owners and their predecessors-in-title, since 1973 have continued to make payment of Land Revenue Taxes and costs relating to the said property No. 1 as its absolute owners. The said Balwa Co-operative Housing Society Ltd has confirmed the above facts in the Development Agreement executed by them in favour of the Promoters / Developers herein.

D. By an Agreement for Sale dated the 17th April, 1980 entered by and between the said Mr. Ismail Janmohmed Balwa and Mr. Abdul Karim Ebrahim Balwa therein called the Vendors of the One Part and Mr. Hussein Abdul Karim Balwa as Partner of Associated Builders a Partnership Firm, therein called the Builders, of the Other Part, the Vendors agreed to allow the Builders therein to consume 26,000 sq. ft. FSI on a piece and parcel of land admeasuring approximately 1338 sq. metres or thereabout of landbearing Old CTS No.928 (Part) of Village Pahadi Goregaon, being part of the said larger property and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as "**the said property No. 2**"). A building known as the Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd. consisting of ground plus 4 upper storeys and having Wings E andF was constructed by M/s. Associated Builders on the said property No. 2, in accordance with the plans approved by the Bombay Municipal Corporation under File bearing No.CE/2473/BS-II/A/P in accordance with the then prevailing laws having a built up area of about 22,707.00 sq. feet. Associated Builders sold and transferred the flats constructed in the Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd. to various persons and upon completion, handed over possession of the flats to their respective owners. Since then, some of the erstwhile owners havetransferred their respective rights in their respective flats to their respective transferees for consideration and the such transferees are absolutely seized of and are in exclusive possession of their respective flats in the aforesaid building the Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd. standing on the said Property No. 2. The aforesaid Agreement for Sale dated 17th April, 1980, specifically recorded that upon completion of the transaction as contemplated, the Vendors shall execute a Deed of Lease in

favour of the Co-operative Society to be formed. Consequently, the Agreements for Sale which were executed by and between M/s. Associated Builders with the various purchasers of flats also recorded the fact of having to execute a Deed of Lease for the property on which the building the Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd. was constructed. After the handover of the flats to the purchasers, the partnership firm M/s. Associated Builders was dissolved vide Deed of Dissolution dated 14th July, 1986 with effect from 1st July, 1986. Therefore, the Deed of Lease which was to be executed in respect of the said property No. 2 could not be executed and the said property No. 2 continued to vest in the names of the predecessors-in-title of the Owners and thereafter as on date it is still in the names of the Owners herein. The Owners names are reflected in all the revenue records including in the property card and relevant land records of the statutory authorities and the Owners and their predecessors-in-title, since 1951 have continued to make payment of Land Revenue Taxes and costs relating to the saidproperty No. 2 as its absolute owners. The said Balwa Nagar Unit No 2 Co- operative Housing Society Ltd has confirmed the above facts in the Development Agreement executed by them in favour of the Promoters/Developers herein.

E. The property No. 1 as more particularly described in the **Second Schedule** hereunder and the said property No. 2 as more particularly described in the **Third Schedule** hereunder shall hereinafter collectively be referred to as "**the said Property**" which is more particularly described in the **Fourth Schedule** hereunder written, which shall be ultimately conveyed to the Societies/new Society (if any) on completion of the redevelopment under this Agreement.

F. By a Registered Deed of Family Arrangement dated 11th July, 1986, the 37.5% share in the right, title and interest of one of the Original Purchasers namely Mr. Ismail Janmohmed Balwa in the said larger property came to the share of the Owner No. 1 hereinabove Mr. Hussein Abdul Karim Balwa. The aforesaid Deed of Family Arrangement dated 11th July, 1986 has been registered under Sr. No. BBE – 1748/1986 with the jurisdictional Sub-Registrar of Assurances, Mumbai and accordingly the necessary revenue records (Property Registered Cards) show that the 37.5% share in the right, title and interest of late Original Purchaser Mr. Ismail Janmohmed Balwa in the said larger property has been transferred in the name of Owner No. 1 herein.

G. The predecessors-in-title of the Owners had also constructed a building namely A. K. Tower comprising of Tower A & Tower B consisting of stilt plus 13 upper floors under the MCGM approvals vide Intimation of Disapproval bearing No. CE/4178/BP/(WS)/AP dated 17th September, 1987 and Commencement Certificate bearing No. CE/4178/BP/W S/ dated 15th February, 1988 on a piece and parcel of land admeasuring about 1925 sq. mts. on the

plot of land bearing old C.T.S. No. 928(Part), 928/18 and 928/19 of Village Pahadi Goregaon (West), Taluka Borivali Mumbai Suburban District in the Registration Sub-District, District of Mumbai City and Mumbai Suburban.

H. By various diverse Registered Deeds of Conveyance registered under Sr. Nos. 1) PBDR – 2 – 1751 / 1995 dated 26th April, 1995, 2) PBDR – 2 – 1752 / 1995 dated 26th April, 1995, 3) PBDR-2-1753/1995 dated 26th April, 1995, 4) BDR-2-4689/1999 dated 5th November, 1999, 5) BDR-2-3142/2000 dated 17th July, 2000, 6) BDR – 2 - 3141/2000 dated 17th July, 2000, 7) BDR - 10-2461/2005 dated 2nd May, 2005, 8) BDR – 10 – 4248 / 2005 dated 20th July, 2005, the collective 25 % share in the right, title and interest of two of the original purchasers namely Late Mr. Ibrahim Salehmohamed Kojar and Late Mr. Suleman Rajmohamed Kojar in the said larger property was transferred, sold, conveyed in favour of the Owner Nos. 2 and 3 herein namely Mr. Ismail Abdul Karim Balwa and Mr. Umar Abdul Karim Balwa respectively and accordingly the revenue records (Property Registered Cards) reflected 14.766% share in the right, title and interest in the said larger property against the name of the Owner No. 2 herein, i.e., Mr. Ismail Abdul Karim Balwa and 10.234% share in the right, title and interest in the said largerproperty against the name of the Owner No. 3 herein, i.e., Mr. Umar Abdul Karim Balwa.

I. The owners/predecessors-in-title of the Owners or the Owners themselves have also constructed various other buildings namely, A K Estate, A K Plaza, Techniplex-I, Grand Blossom, Resiplex Co-operative Housing Society Ltd. (hereinafter referred as the "**said other buildings**") on portions of the saidlarger property at the relevant time. The said other buildings even though are standing on the portions of the said larger property as on date, the said other buildings are not the subject matter of the present redevelopment of the said Societies and therefore, the said other buildings standing on the portion of the said larger property are not at all concerned as on date in any manner.

J. By a Deed of Release dated 4th March 2022 duly registered under Sr. No. BRL-6-4643-2022 with Jt. Sub-Registrar of Assurances, Mumbai on 4th March, 2022 executed by Mrs. Sakina Abdul Karim Balwa and Mrs. Shamim SulemanHafizi, the Releasors therein and Mr. Ismail Abdul Karim
Balwa, Releasee No.1 therein and the Owner No. 2 herein and Mr. Umar Abdul Karim Balwa, Releasee No. 2 therein and Owner No. 3 herein, the Releasors have jointly released and relinquished their collective6.260% share (3.130% + 3.130%) in the right, title and interest in the said larger property in favour of Mr. Ismail Abdul Karim Balwa and Mr. Umar Abdul Karim Balwa, the Releasees therein, in equal proportion.

K. By a Deed of Release dated 9th March, 2022 duly registered under Sr. No. BRL-6-4999-2022 with Jt. Sub-Registrar of Assurances, Mumbai on 9th March,

2022 executed by Mr. Hussein Abdul Karim Balwa and legal heirs of Late Mr. Suleman Abdul Karim Balwa namely, Mrs. Sufiya Suleman Balwa, Mrs. Samira Rizwan Sura, Mr. Samad Suleman Balwa and Mr. Noormohammed Suleman Balwa, the Releasors therein, the Releasors have jointly released and relinquished their collective 12.480% share (6.240% share + 6.240% share) in the right, title and interest in the said larger property in favour of Mr. Ismail Abdul Karim Balwa and Mr. Umar Abdul Karim Balwa, the Releasees, therein, and the Owner No. 2 and Owner No. 3 respectively herein in equal proportion.

L. By a Deed of Release dated 31st March, 2022 duly registered under Sr. No. BRL-7769-2022 with Jt. Sub-Registrar of Assurances, Mumbai on 6th April, 2022 executed by Mrs. Safika Sayeed Patel, the Releasor therein, has released and relinquished her 3.130% share interest in the right, title in the said larger property in favour of Mr. Umar Abdul Karim Balwa, the Releasee, therein and the Owner No. 3 herein.

M. By a Deed of Release dated 31st March, 2022 duly registered under Sr. No. BRL-7770-2022 with Jt. Sub-Registrar of Assurances, Mumbai on 6th April, 2022 executed by Mrs. Mariam Ashfak Selia, the Releasor therein, has released and relinquished her 0.864% share in the right, title and interest in the said larger property in favour of Mr. Ismail Abdul Karim Balwa, the Releasee No. 1 therein and the Owner No. 2 herein and 2.266% share inthe right, title and interest in the said larger property in favour of Mr. Umar Abdul Karim Balwa, the Releasee No. 2 therein and the Owner No. 3 herein.

N. By virtue of the aforesaid documents more particularly mentioned in Clause Nos. A, F, G and J to M, the Owners herein are the present sole and absolute owners of the said larger property more particularly described in the **First Schedule** hereunder written and as such they are entitled to deal with the same as they may think fit and proper.

O. Accordingly, Mr. Hussein A.K. Balwa, Mr. Ismail A.K. Balwa and Mr. Umar A.K. Balwa are the present co-owners of and are well sufficiently entitled to the said larger property and their present respective shares in the right, title and interest in the said larger property are as under:

1.	Mr. Hussein Abdul Karim Balwa	:	Member No. 1	-	37.50%
2.	Mr. Ismail Abdul Karim Balwa	:	Member No. 2	-	31.25%
3.	Mr. Umar Abdul Karim Balwa	:	Member No. 3	-	31.25%
			TOTAL:		**100.00%**

P. The said Larger Property, was sub-divided into various Sub-Plots being Sub-Plot A, Sub-Plot B, Sub-Plot C, Sub-Plot D and Sub-Plot E vide Layout approval No. CHE/1211/LOP dated 12th August, 2008 by Brihanmumbai Mahanagarpalika.

Q. Subsequently, the said Sub-Plot C has been further sub-divided into four Sub-Plots being Sub-Plot C - 1, Sub-Plot C - 2, Sub-Plot C - 3 and Sub-Plot C-4 vide Layout approval No. CHS/1211/LOP dated 21st October, 2022 by Brihanmumbai Mahanagarpalika and accordingly the Collector, Mumbai Suburban, vide Order bearing No. □□ /□ □T□□□T-□□□T□□/□□□ □□□□/□□□ □□ - □□□□

dated 8th February, 2023 allotted the new CTS Nos. to the newly Sub-divided Sub-Plots as mentioned in the Table hereunder written:

Sr. No.	**Sub- Plot No.**	**New CTS No. of Sub-Plots**	**Area (Sq. Mts.)**
1	Sub-Plot C- 1	928/A/01 of Village Pahadi Goregaon and CTS No, 1390, 1391/1 to 11 of Village Malad (South) (on which the buildings known as Madina Manzil, Balwa Nagar 1 and Balwa Nagar 2 were constructed)	4,850.00
2	Sub-Plot C - 2	928/A/02 of Village Pahadi Goregaon (on which the building known as A K Towers is constructed)	2,701.00
3	Sub-Plot C – 3	928/A/03 of Village Pahadi Goregaon on which the building known as Grand Blossom is constructed and the same is 100% owned by the Owners herein.	2,362.20
4	Sub-Plot C - 4	928/A/04 of Village Pahadi Goregaon and CTS No. 73A/D (on which the building known as Techniplex – I alongwith ancillary structure viz., Electric Substation is constructed)	7,877.20

R. The said Societies are situated on the abovementioned Sub-Plot C-1 viz., the said Property, which is the subject matter of present redevelopment. It is agreed, declared and confirmed by the parties herein that the present redevelopment of the said societies shall be carried out on Sub-Plot C-1 which is owned by the Owners herein as aforesaid.

S. Pursuant to the resolutions passed in the respective General Meetings, the said Societies through their respective Managing Committees approached the Owners and expressed their desire to entrust the redevelopment of the said

Property to the Owners to undertake the redevelopment of the said Property by demolishing their Existing Buildings then standing thereon and by constructing one or more new multi-storey building/s on the said Property, by using and utilizing the entire available Floor Space Index (hereinafter referred to as "**FSI**") emanating from the said Property and also by consuming anyadditional FSI as may be consumable on the said Property.

T. Accordingly by and under a Development Agreement dated 14th July, 2023 (hereinafter referred to as **"the said Development Agreement"**) duly registered with the Office of the Sub-Registrar of Assurances at Borivali, Mumbai Suburban District under serial number BRL-6-14794/2023 executed between **the Owners,** the Societies, its Members and the Promoter/Developer, the Owners and the said Societies and their Members granted their irrevocable consent for the re-development of the said Property by the Developer/Promoter in accordance therewith, the said Societies together with the Owners have agreed, confirmed, authorized, permitted, granted and entrusted to the Developers / Promoter herein, the sole and exclusive development rights in respect of the said Property, free from all encumbrances, claims and doubts and to undertake construction of the Project(*as defined hereinbelow*) on the said Property by demolishing the Existing Buildings, in accordance with the prevailing provisions of the Development Control Promotion Regulations, 2034 (DCPR) including inter alia in accordance with the applicable provisions of Regulation 33 (7) or Regulation 33(9)(A) or Regulation 33 (11) or Regulation 33 (12) of the DCPR or Regulation 33(20)B, or as may be otherwise permissible under any regulationsof DCPR 2034 thereto and on the terms and conditions more particularly set out therein.

U. Pursuant to the said Development Agreement, the said Owners and the Societies executed a Special Power of Attorney duly registered with the Sub-Registrar of Assurances at Borivali Mumbai Suburban District under serial number BRL-6-14796-2023 on 14th July, 2023 wherein the said Owners and the Societies have appointed, constituted and nominated the Promoter / Developer to be represented by its Designated Partners (1) Mr. Hussein Balwa, (2) Mr. Arif Fazlani to do and perform various acts, deeds, matters and things for development of the said Property and upon the terms and conditions mentioned therein.

V. In terms of the aforesaid Development Agreement, the Promoter/Developer has agreed to provide that each member of the said Societies shall be allotted a residential flat/unit, the carpet area as per MOFA which shall be equivalentto the existing area of the respective Existing Premises plus 35% of the existing carpet area of the respective Existing Premises (hereinafter referred as "**the new premises**") in lieu of his/her/their respective Existing Premises on ownership basis situated in the proposed building to be constructed on the

said Property more particularly mentioned in the Fourth Schedule thereunder written alongwith one car parking space situated on one of the podiums of the proposed building. The details of the Existing Premises held by the Members and the area of the new premises are more particularly described in **Annexure – "1"** annexed thereto.

W. The Promoter/Developer has obtained Intimation of Disapproval bearing No. P-12566/2022/(928 And Other)/P/S Ward/PAHADI GOREGAON -W / IOD / 1 / New dated 19th April, 2023 and/or as amended from time to time ("**IOD**") & Commencement Certificate bearing No. P-12566/2022/(928 And Other) / P / S Ward/PAHADI GOREGAON-W/CC/1/New dated 22nd May, 2023 ("**CC**") whereby the Municipal Corporation of Greater Mumbai **("MCGM")** has sanctioned plan/building plan to be constructed on said Property. A copy of the said I O D & Commencement Certificate dated 19th April, 2023 & 22nd May, 2023 is appended hereto as **Annexure – "2"**.

X. The Promoter/Developer, proposes to develop the said Property by demolishing the existing buildings then standing thereon and constructing a new composite building ("**Building**") on the said Property by demolishing the Existing Buildings, in accordance with the prevailing provisions of the Development Control Promotion Regulations, 2034 (DCPR) including inter alia in accordance with the applicable provisions of Regulation 33 (7) (B) or Regulation 33(9) or Regulation 33 (11) or Regulation 33 (12) of the DCPR or Regulation 33(20)B, or as may be otherwise permissible under any regulationsof DCPR 2034 thereto and on the terms and conditions more particularly set out therein in respect of the said Property along with all the necessary infrastructure including boundary fences, security arrangements common facilities, laying of water and drainage/sewerage lines etc. as maybe required and obtaining the Occupation Certificate /Part Occupation Certificate respect of the Building from the Appropriate Authority ("**Development Project**").

Y. The Promoter/Developer proposes to construct a residential building comprising of Basement (Part) + Ground Floor (Part) + Stilt (Part) + 1st to 7th Level Podiums + 1st to 35th Upper Floors which shall be amended from time to time as and when Promoter/Developer deem fit and proper known as "**Avalon/Avalon Residency Project**" as a 'Real Estate Project' ("**the Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules")

Z. The Promoter/Developer has registered the Real Estate Project under the provisions of the Real Estate (Regulation And Development) Act 2016 with the

Maharashtra Real Estate Regulatory Authority bearing number_____a photocopy of which is annexed hereto and marked as **Annexure - "3"**. The Purchaser/s has/have prior to the date hereof, examined a photocopy of the RERA Certificate and has caused the RERA Certificate examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Purchaser has also examined and verified all the sanctioned plans, documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AA. The Purchaser/s has/have agreed and consented to the development of the said "**Avalon/Avalon Residency Project**" by the Promoter.

BB. The principal and material aspects of the development of the "**Avalon**/**Avalon Residency Project**", are briefly stated below:

(i) The said Real Estate Project to be constructed on the said Property shall be branded as "Avalon/Avalon Residency". The said building is currently sanctioned for Basement (Part) + Ground Floor (Part) + Stilt (Part) + 1st to 7th Level Podiums + 1st to 35th Upper Floors which shall be amended from time to time as and when Promoter/Developer deem fit and proper which is registered as stated above.

(ii) The Promoter/Developer or its nominees shall be entitled to put up hoardings/ boards of its brand name "**AVALON**/**AVALON RESIDENCY**" or such other brand name as desired by the Promoter / Developer in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the facade, terrace, compound wall or on any other parts of the Real Estate Project. The Promoter/Developer herein shall be entitled to install its hoarding in oneor more places in or upon the said Real Estate Project and the Promoter/Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the hoarding or otherwise. The Promoter / Developer shall also be entitled to place, select and decide the hoarding/ board sites. The Purchaser/s agree/s that rights of the Promoter/Developer as contained in this para shall continue to remain in force in perpetuity and the Purchaser/s shall not directly or indirectly object or dispute the same at any time in future.

(iii) The Promoter/Developer is entitled to amend, modify and/or substitute the development of the said Property in full or in part as may berequired by the applicable laws from time to time.

(iv) The Promoter/Developer has appointed an Architects M/s Manoj Dubal

& Associates registered with the Council of Architect being having address at Office at 309, Sangam Arcade, Vallabhbhai Road, Opp. Railway Station, Vile Parle (West), Mumbai 400 056.

(v) The Promoter has appointed a Structural Engineer RECI Engineering Pvt. Ltd., having its office at F-503, Tower 2, Seawoods Grand Central, Seawoods, Navi Mumbai Maharashtra, India 400 706 for the preparation of the structural design and drawings of the building and the Purchaser/s accept/s the professional supervision of the Architect and the Structural Engineer till the completion of said project.

(vi) The Promoter/Developer has the right to sell the various Units in the said Avalon/Avalon Residency Project to be constructed by the Promoter/Developer, and to enter into this Agreement with the Purchaser/s and also to receive the entire Sale Consideration (defined herein below) in respect thereof;

(vii) On demand from the Purchaser/s, the Promoter/Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Property, and the plans, designs and specifications prepared by the Promoter's/Developer's Architects and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:

(i) The necessary approvals and sanctions of the relevant authorities for the development of the said Real Estate Project, layout plan, building plan, and the Commencement Certificate;

a) IOD bearing No. P-12566/2022/(928 And Other)/P/S Ward/PAHADI GOREGAON-W/IOD/1/New dated 19th April, 2023 and/or as amended from time to time

b) Commencement Certificate No. P-12566/2022/(928 And Other)/P/S Ward/PAHADI GOREGAON-W/CC/1/New dated 22nd May, 2023

(ii) All the documents of title relating to the said Property mentioned in the recital herein;

a) Title Certificate issued by M/s Negandhi Shah & Himayatullah bearing Ref. No. MH/RP dated 19th July, 2023.

b) Project Registration Certificate under RERA for the said Project bearing registration no.

(viii) The Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Unit as defined hereinafter, made enquiries thereon and is satisfied with respect to the same and the Purchaser/s

hereby undertake/s not to raise any objection and/or make any requisitions with respect to the title of the Promoter/Developer to develop the said Property. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the Avalon/Avalon Residency Real Estate Project and only upon the due observance and performance of which the Occupation Certificate in respect of the Real Estate Project shall be granted bythe Competent Authority;

(ix) Further, the requisite approvals and sanctions for the development of the Avalon/Avalon Residency Real Estate Project from the Competent Authorities are obtained/will be obtained.

(x) The Promoter/Developer has accordingly commenced the construction of the Avalon/Avalon Residency Real Estate Project in accordance with the sanctioned plans approvals and permissions, as referred herein;

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

Description of Said Unit:

(xi) The Purchaser/s being fully satisfied in respect of the title of the Promoter/Developer in the said Property and the right of the Promoter/Developer to develop the said Property has/have approached the Promoter/Developer and applied for purchase of unit No. [_] admeasuring [_] sq. meters or thereabout (carpet area) alongwith dry balcony admeasuring _____ sq. mtrs. thereabouts equivalent to_____sq. fts. carpet area counted in FSI on the [____] floor in the [___] of the said Building to be known as "**AVALON/AVALON RESIDENCY**" to be constructed on the said Property and shown hatched with **blue** colour in the floor plan annexed at **Annexure - "4"** hereto and as more particularly described in the **Sixth Schedule** hereto (hereinafter referred to as **"the said Unit"**) at the lumpsum Sale Consideration and on the terms and conditions as stated herein;

(xii) It is clarified that the carpet area as defined herein above is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (RERA carpet area) (viz. the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and

exclusive open terrace area, but including the area covered by the internal partition walls, columns of the Premises)

(xiii) The common areas and facilities in the said Project are listed in the **Seventh Schedule** hereunder written.

(xiv) A photocopy of the Title Certificate of the Advocates and Solicitors certifying the right / entitlement of the Promoter is annexed and marked as **"Annexure - "5"** hereto ("**the said Title Certificate**");

Consideration:

(xv) In terms of the Allotment Letter dated__August, 2023, the Promoter has agreed to sell to the Purchaser/s the Unit on ownership basis and the Purchaser/s has/have agreed to purchase from the Promoter, the said Unit, at or for the lumpsum Sale Consideration of Rs. [__] (Rupees [____]) **("Sale Consideration/Purchase Price")** and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Purchaser/s has paid to the Promoter a sum of Rs. [ ] (Rupees [___] Only), being earnest money in respect of the said Unit agreed to be sold by the Promoter/Developer to the Purchaser/s (the payment and receipt whereof the Promoter/Developer doth hereby admit and acknowledge);

(xvi) Under Section 13 of the RERA, both the parties are required to execute a written agreement for sale of the said Unit, i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908;

(xvii) Accordingly, subject to the terms and conditions set out in this Agreement, the Promoter/Developer hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the said Unit. The Purchaser/s has/have agreed to acquire from the Promoter/Developer, (without protest and/or demur) on ownership basis, the said Unit, on theterms and conditions set out in this Agreement and with full notice of the terms and conditions and provisions contained in thedocuments/writings referred to in the Recitals herein and subject to the terms and conditions herein contained. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property and the Building, and the approved plans, designs and specifications prepared by the Promoter's/Developer's Architect (hereinafter referred to as "**the said plans**") and all other documents required to be furnished under the provisions of RERA and the Rules and Regulations made thereunder.

(xviii) The Purchaser/s has/have inspected the approved floor plan of the said Unit and has satisfied itself/herself/himself/themselves with the same. The plan of the [_] floor of the Building being a reproduction of the approved layout plan of the [__] floor of the Building wherein said Unit No. is located along with the plans prepared by thePromoter's/Developer's Architect, the photocopies of the IOD dated 19th April, 2023 and Commencement Certificate dated 22nd May, 2023 have already been annexed and marked as **Annexure – "2 (Colly)"**.

(xix) The Purchaser/s has/have visited and inspected the construction site on the said property before execution of this Agreement.

(xx) It is specifically agreed, understood, accepted and consented by the Purchaser/s that the Brochures, Advertising and Marketing material published by the Promoter/Developer from time to time in respect of the Real Estate Project is just an advertisement/marketing material and contains various features such as furniture layout in an Unit, vegetation and plantation shown around the building/ Premises, color scheme, vehicles, etc. to increase the aesthetic value only and is notfactual. Such features are not agreed to be developed or provided by the Promoter/ Developer to the Purchaser/s. The Brochure /layout plan is the tentative projection of the project. There will be variations depending on the practical and technical requirements or if so desired by the Promoter/Developer and therefore, the project shall not be the same as in the brochure layout plan. The Promoter/Developer shall not be liable for such variations nor shall the Purchaser/s question the same. It is expressly agreed by and between the parties that Brochure/Marketing Material as shared by the Promoter/Developer prior to the execution of this Agreement is for the representative purpose and the Purchaser/s expressly agreed that he/she/it/they do not have any right to seek enforcement on the said Brochure/Marketing Material as the same are for the representative purposes and the Purchaser/s do hereby unconditionally confirm that he/she/it/they shall be expressly governed by the terms and conditions of these presents only.

The Parties hereto have agreed to reduce in writing the terms and conditions mutually arrived at by and between them;

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

1. RECITALS

The Recitals above form an integral part of this Agreement and are notrepeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part as if the same were set outhereinafter and reproduced verbatim.

2. PURCHASE

In terms of the Letter of Allotment dated_August, 2023, the Purchaser/s hereby agree/s to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Purchaser/s, the said Unit bearing No. [__] on the [ ] Floor of the Building admeasuring [__] square meters thereabout equivalent to [_] square feet thereabout carpet area,developed by the Promoter/Developer [equivalent to [_] square feet, in accordance with the definition of "carpet area" set out in section 2(k) of the RERA Act] alongwith dry balcony admeasuring sq. mtrs. thereabouts equivalent to_____sq. fts. carpet area counted in FSI as per the approved layout plan of the [_] floor of the Building (wherein said Unit No. [__] is located, a reproduction of which, along with the plans prepared by the Developer's/Promoter's Architect with the said Unit No. [__] shaded in BLUE, the photocopies of the IOD dated 19th April, 2023 and Commencement Certificate dated 22nd May, 2023 have been already annexed and marked as **Annexure "2 (Colly)",** known as Avalon/Avalon Residency being constructed on the said property for the aggregate consideration of Rs. [__] (Rupees [__] only) including Rs. NIL (Rupees NIL Only) towards common areas and facilities appurtenant to the said Unit without any separate consideration charged therefor. The nature, extent, and description of the common/limited common areas and facilities are more particularly described in the **Sixth Schedule** hereunder written. The Promoter/Developer has agreed to and will allot to the Purchaser/s [__] parking's being parking space no. [__] free of cost as an amenity attached to the said Unit. The said parking space is shown in the plan annexed hereto as **Annexure – "6".**

3. FIXTURES & FITTING

The list of specifications, fixtures & fittings, and amenities to be provided in the Unit agreed to be purchased by the said Unit is described in the **Seventh Schedule** hereunder written and the Purchaser/s has/have agreed and accepted the same as the complete and only list of amenities to be provided by the Promoter/Developer to the Purchaser/s.

4. VARIATION IN PLAN

The Promoter/Developer shall, under the normal conditions and subject to the availability of the required building materials, construct and complete the Building as per the said plans seen and accepted by the Purchaser/s, with such variations and modifications as the Promoter/Developer may consider necessary or may be required by any public authority to be made in them. So long as the carpet area of the said Unit is not altered, the Promoter/Developer shall be at liberty, and are hereby permitted, to make variations in the layout/elevations of the said property and/or of the Building including relocating

Promoter/Developer _____ Purchaser _____

the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the Building as the exigencies of the situation and the circumstances may require. The Purchaser/s hereby expressly agrees to such variations as if the said variations had always been incorporated in the said plans. The Purchaser/s is/are also aware and accepts that the Building, when complete, is envisaged to be__floors (subject to permissions being grantedby the competent authorities) and consume a total FSI of_. The Purchaser/s is/are also aware that the Building, when complete, may consume an FSI of less than_.

5. CONSIDERATION AND SCHEDULE OF PAYMENT:

The consideration as agreed between the parties hereto for the sale of said unit has been determined on the basis of all disclosures like the GST benefit and other future development.

The Purchaser/s hereby agree/s to pay to the Promoter/Developer, the consideration of Rs. [_]/- (Rupees _____ only) in the following manner:

5.1 The Purchaser/s has/have paid, before execution of this Agreement, a sum of Rs. [__] (Rupees [_____] Only) as advance payment and hereby agree/s to pay to the Promoter/Developer the balance amount of Sale Consideration of Rs. [_] (Rupees [_] only) in the following manner:

Sr. No.	Particulars	Percentage
1	On Booking (Earnest Amount)	10.00%
2	On Registration of Agreement	20.00%
3	On Completion of Plinth of the building or wing in which the said Unit is located	15.00%
4	On Completion of 5th Slab of the building or wing in which the said Unit is located	3.00%
5	On Completion of 10th Slab of the Building or wing in which the said Unit is located	3.00%
6	On Completion of 15th Slab of the Building or wing in which the said Unit is located	3.00%
7	On Completion of 20th Slab of the Building or wing in which the said Unit is located	3.00%
8	On Completion of 25th Slab of the Building or wing in which the said Unit is	3.00%

Sr. No.	Particulars	Percentage
	located	
9	On Completion of 30th Slab of the Building or wing in which the said Unit is located	3.00%
10	On Completion of 35th Slab of the Building or wing in which the said Unit is located	3.00%
11	On Completion of 40th Slab of the Building or wing in which the said Unit is located	2.00%
12	On Completion of 45th Slab of the Building or wing in which the said Unit is located	2.00%
13	On Completion of walls, internal plaster, floorings, doors and windows of the said Unit	5.00%
14	On Completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Unit	5.00%
15	On Completion of the external plumbing, external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located	5.00%
16	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/ies, plinth protection, pavings, etc.of the building or wing in which the said Unit is located	10.00%
17	Balance Amount on Possession of the said Premises	5.00%

5.2 It is further agreed that for the amount which becomes due and payable by Purchaser/s on the basis of the Promoter/Developer achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Purchaser/s, the amount shall become payable by thePurchaser/s on the date on which such milestone is actually achieved. The Promoter/Developer shall be entitled to construct the said Building faster and complete it earlier than what may be disclosed as the proposed schedule of progress or completion date. The decision of the

Promoter/Developer in this regard shall be final and binding upon the Purchaser/s;

5.3 The Purchaser/s hereby agree/s to pay the escalation on said consideration on following grounds:

5.3.1 Any increase on account of development charges payable to the competent authority.

5.3.2 Any other increase in charges which may be levied or imposed by the competent authority from time to time.

5.3.3 Additional cost/charges imposed by the competent authorities,

5.3.4 The Promoter/Developer may charge the Purchaser/s separately for any up gradation/ changes specifically requested by the Purchaser/s in fittings, fixtures and specifications and any other facility.

5.3.5 Any taxes that may be additionally levied or introduced.

6. ADDITIONAL CHARGES:

6.1 The Purchaser/s shall on or before delivery of possession of the said unit, pay to the Promoter/Developer further total amount on following account:

6.2 Proportionate share of taxes and other charges/ levies in respect of the Society.

6.3 Payment towards water, electric and other utility and services connection charges.

6.4 Payment of electrical receiving and sub-station provided in layout.

7. MODE OF PAYMENT

7.1 All payment shall be made by the Purchaser/s by drawing cheque/ DD in the name of "_____A/C",_____A/C No. _____,_____Bank_____Branch, Payable a t Mumbai or other account as the Promoter/Developer may intimate subsequently to the Purchaser/s.

7.2 The Purchaser/s shall be entitled to deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter/s within the period stipulated under the Income Tax Act, 1961 in this regard.

7.3 Provided that the receipt for the payment made shall be issued by the Promoter/Developer only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter/Developer or in the account as Promoter/Developer subsequently intimated to the Purchaser/s and the TDS certificate if applicable is received by the Promoter/Developer.

7.4 The Purchaser/s has/have made a payment of Rs._____/- (Rupees _____ only) towards booking of said Unit in terms of the Allotment Letter/along with the request letter which has been adjusted against the consideration as mentioned herein above. In addition the Purchaser/s has/have further paid Rs._____/- (Rupees _____only) upon execution of this Agreement.

7.5 The Purchaser/s shall also pay GST as per prevalent rates, rules and regulations through separate cheque/Demand Draft drawn in the name of "_____". Promoter/Developer hereby acknowledges the receipt thereof.

8. PAYMENT OF STATUTORY DUES AND TAXES:

8.1 In addition to the Consideration of said Unit as above, the Purchaser/s shall pay to the Promoter/Developer any statutory taxes (as made applicable from time to time) like Electricity Deposit, water connection charges or any other charges, levy, tax, GST if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made bythe Purchaser/s at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Purchaser/s shall make over such payment to Promoter/Developer within one week of notice of demand from Promoter/Developer.

8.2 The total price above excludes taxes (consisting of tax paid or payable by the Promoter/Developer by way of Value Added Tax ("**VAT" /"MVAT**"), Service Tax, Goods and Services Tax ("GST"), and Cess or any other similar taxes or levies which are leviable or which may be levied, in connection with the construction of the Building or in connection with the transaction covered by this Agreement and thesame shall be payable by the Purchaser/s on demand at any time and the Promoter/Developer shall not be held liable or responsible in respectthereof. In the event of onus or responsibility, being cast upon the Promoter/Developer to pay any such taxes including as may be levied on the labour and/or constructions charges, it shall be the obligation of the Purchaser/s to pay the same to the Promoter/Developer who shall thereafter pay the same to the concerned authority.

8.3 The Purchaser/s indemnify and keep indemnified the Promoter / Developer against any payment to be made to the concerned department on account of GST whether in present or in future.

9. NOTICE OF DEMAND

9.1 Upon the installments of consideration and other charges becoming due, Promoter/Developer shall issue a notice of demand giving at least 7 (seven) working days' time from date of notice to Purchaser/s for making the payment.

9.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/e-mail at the address mentioned in notice clause of this Agreement and such dispatch shall be treated as sufficient compliance from Promoter/Developer. Thereafter, the Purchaser/s shall be barred from claiming non-receipt ofthe notice of demand

9.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Purchaser/s is the essence of this contract/Agreement. Constructive and physical possession of the said Unit shall be handed over to the Purchaser/s by Promoter/Developer only upon receipt of all payments mentioned in this Agreement and compliance of all obligations as per this Agreement.

9.4 The Promoter/Developer will forward to the Purchaser/s the intimation of the Promoter/Developer having carried out the aforesaid work at the physical/email address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within 7 (seven) working days of the Promoter/Developer dispatching such intimation by email or by Courier or by Hand Delivery or through e- mail at the address of the Purchaser/s as given in this Agreement.

9.5 The Purchaser/s confirm/s that the installments payable by the Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time is the essence of the contract. In the event the Purchaser/s delay/s or default/s in making payment of any of the installments or amounts due under these presents, the Promoter/Developer shall be entitled to charge interest at the rate as prescribed by RERA compounded annually on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoter/Developer. This right of the Promoter/Developer is without prejudice to all its other rights and remedies in law and under these presents. It is further agreed that on Purchaser/s committing default in payment of any of the installment(s) and/or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoter/Developer shall be entitled, at its option, to terminate this Agreement; provided that the Promoter/Developer shall provide to the

Purchaser/s, 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement on account of the violation / breach of any of the term(s) and/or condition(s) of this Agreement, providing an opportunity to the Purchaser/s to remedy/cure such breach within the said period of 15 (fifteen) days.

10. DEFAULT BY PURCHASER/S:

10.1 Following shall deemed to be a default on the part of Purchaser/s:

10.1.1 Default in making timely payment of sums due as mentioned in thisAgreement;

10.1.2 Creating nuisance on the site resulting in danger/damage to the said project, said Plot, threat to life;

10.1.3 Delay in accepting the possession of the unit within a period of_____months of intimation to take possession by Promoter/Developer.

10.1.4 Refusing/ delay in taking membership of said proposed Society.

10.1.5 Breach of any terms and conditions of this Agreement.

10.1.6 Breach of any law or provisions thereto.

10.1.7 Obtain forceful occupancy/ possession of said Unit before receipt of Occupation Certificate or Occupation Certificate (Part) issued by competent authority.

10.2 The Purchaser/s shall not be in default if he/she/it/they correct/s / remedy/ies such breach within 7 days of notice from the Promoter/Developer to the Purchaser/s.

11. TERMINATION OF AGREEMENT

11.1 On the Purchaser/s committing three defaults in payment on due date of any amount due and payable by the Purchaser/s to the Promoter/Developer under this Agreement (including his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), the Purchaser/s agree/s to pay to the Promoter/Developer interest at the rate as prescribed as per prevalent law on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter/Developer till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoter's/Developer's right to terminate this Agreement as per the provisions of this Agreement.

11.2 Without prejudice to the right of the Promoter/Developer to charge interest in terms of sub clause_____above, on the Purchaser/s committing default as per clause____above and on the Purchaser/s committing three defaults even after notice of termination, the

Promoter/Developer shall at its own discretion, may terminate this Agreement.

11.3 Provided that, Promoter/Developer shall give another notice of _____ days in writing to the Purchaser/s, by registered post AD at the address provided by the Purchaser/s or an e-mail at the email address provided by the Purchaser/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoter/Developer within the stipulated period of notice then at the end of such notice period, Promoter/Developer may terminate this Agreement unilaterally.

11.4 It is further agreed that upon termination of this Agreement as stated herein the Promoter/Developer shall refund to the Purchaser/s the installments of the said price, which the Purchaser/s may till then have paid to the Promoter/Developer less 10(ten)% of the purchase price which shall stand forfeited as liquidated damages and service charges. The Promoter/Developer shall also not be liable to pay to the Purchaser/s any interest on the amount so refunded upon termination of this Agreement. It is hereby agreed and understood by the Purchaser/s that the Purchaser/s shall not make and/or claim any right, title or interest whatsoever over the said Unit and/or challenge and/or question the Promoter's/Developer's discretion. The Promoter/Developer will be liable to repay the balance consideration received to the Purchaser/s only after the Purchaser/s execute/s and registers a Deed of Cancellation for cancelling this Agreement, in accordance with law and after which Promoter/Developer sells the said Unit to another prospective purchaser.

11.5 Upon termination of this Agreement the Promoter/Developer, shall be at liberty to dispose of and sell the Unit to such person and at such price as the Promoter/Developer may in its absolute discretion think fit. Provided that the Purchaser/s shall not be entitled to raise any objection to termination made by the Promoter/Developer and that Promoter/Developer is entitled to unilaterally register the cancellation deed with the jurisdictional Registrar of Assurances suo-moto without any recourse to the Purchaser/s, if the Purchaser/s fails to cooperate in this regard.

11.6 The Promoter/Developer is not liable to refund the taxes and other statutory charges collected from the Purchaser/s till the date of termination of the Agreement.

11.7 The Promoter/Developer may at its own option approach the authority under RERA for seeking appropriate order for cancellation of this Agreement.

12. DECLARATION BY THE PROMOTERS.

12.1 The Promoter/Developer hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned local authoritiesat the time of sanctioning the plans and / or thereafter and shall before handing over possession of the said Unit to the Purchaser/s, obtain fromthe concerned local authority, Occupation Certificate and or Occupation Certificate (Part) in respect of the Building.

12.2 It is agreed that possession of the said Unit will be handed over by the Promoter/Developer to the Purchaser/s by_202_ provided that the Promoter/Developer has received the full consideration for the said Unit and other amounts payable by the Purchaser/s to the Promoter/ Developer under these presents. Provided that the Developer/Promoter shall be entitled to reasonable extension of time for the giving of possession of the Premises on the aforesaid date, if the completion of the Building is delayed on account of:

12.2.1 war, civil commotion or act of God ;

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

12.3 The actual carpet area of the said Unit may vary up to (three) 3% due to design and construction exigencies and therefore the Developer/ Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupation Certificate (Part) or Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter in the event of any change in the carpet area. The Purchaser/s agrees to pay the differential amounts, if the area is increased beyond (three) 3%. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money (without any interest) paid by Purchaser/s within forty five days from such demand being made by the Purchaser/s. If there is any increase in the carpet area of the said unit allotted to Purchaser/s, the Promoter shall demand additionalamount from the Purchaser/s as per the next milestone of the

Payment Plan or thereafter as the case may be and the Purchaser/s shall pay such additional amounts within a period of forty five days from the date of such demand being made by the Promoter/ Developer. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to _.

12.4 Subject to the terms of this Agreement, in the event the Promoter /Developer is unable to give possession of the said Unit by the date stipulated hereinabove, the Purchaser/s shall have the option to terminate this Agreement and in such an event the Promoter/ Developer agrees that it shall be liable to refund to the Purchaser/s the amounts already received by the Promoter/ Developer along with interest provided in RERA in respect of the said Unit upon executing a Deed of Cancellation in respect of this Agreement. It is agreed that upon refund of the said amount as stated above, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter/ Developer and/or against the said Unit and/or against the said property in any manner whatsoever and the Developer/ Promoter shall be entitled to deal with and dispose of the said Unit to any person or party as the Promoter/Developer may desire at its absolute discretion without any protest and/or claims and/or challenge and/or objections from the Purchaser/s.

12.5 The Purchaser/s shall take possession of the said Unit within 7 (seven) days ("**the Possession Period**") of the Promoter/ Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation ("**the Possession Notice**"). Upon receiving the Possession Notice from the Promoter/Developer, the Purchaser/s shall take possession of the said Unit from the Promoter/Developer by executing the necessary documents as may be prescribed by the Promoter/Developer, and the Promoter/Developer shall give possession of the said Unit to the Purchaser/s. Irrespective of whether the Purchaser/ take/s or fail/s to take possession of the said Unit within the Possession Period, such Purchaser/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Unit as applicable and as shall be decided by the Promoter/Developer.

12.6 In the further event of the Purchaser/s failing to take possession of the said Premises, by the Possession Date, the Promoter shall be entitled to levy and the Purchaser/s shall bear and pay to the Promoter, holding charges at the rate of Rs. 40/- (Rupees Forty Only) per square feet per month calculated on the carpet area of the said Premises (hereinafter referred to as "**Holding Charges**") for the period of such delay in taking

possession. The Purchaser/s agrees and confirms that the said sum of Rs. 40/- (Rupees Forty Only) per square feet per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Purchaser/s to the Promoterunder this Agreement / transaction in addition to other charges/amounts in terms of the provisions of this Agreement / transaction.

12.7 DEFECT LIABILITY:

12.7.1 Provided that if within a period of 5(five) years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter/ Developer any patent defect in the said Unit or the Building or the material used therein, then, wherever possible, such defects shall be rectified by the Promoter/ Developer at its 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/Developer reasonable compensation not exceeding Rs. 10,000/- for such defect. This warranty is applicable only if after occupying the unit the Purchaser/s maintains the said Unit in the same condition as it was handed over to him by the Promoter/Developer. In case he/she/it/they make/s any changes like shifting of the walls, doors, windows and their grills, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or dueto negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Purchaser/s (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Purchaser/s and/or his/her/its/their tenants load heavy luggage in the lift (iii) Damage any portion of the neighbors unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter/Developer shall not beinvocable.

12.7.2 Provided further that any such defect in the said Unit or the Building in which the said Unit is situated is not due to or on account of or a result of any act or omission by the Purchaser/s or any Unit purchaser or Unit owner of any other Unit in the Building.

13. DECLARATION BY THE PURCHASER/S

A week after notice is given by the Promoter/ Developer to the Purchaser/s that the said Unit is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Unit, said property and the Building, namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary for and incidental to the management and maintenance of the said property and Building, including but not limited to the expenses for provision of the facilities and staff specifiedin Clause_hereinbelow. Until the Purchaser/s is/are accepted as the Member of the merged society, and the said property is transferred/conveyed to the merged Society, the Purchaser/s shall pay to the Promoter/ Developer such proportionate share of outgoings as may be determined by the Promoter/ Developer. The Purchaser/s further agree/s and undertake/s that, till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Promoter/ Developer provisional monthly contribution of Rs._/- per month towards the outgoings. The Purchaser/s agrees and undertakes to pay such provisional monthly contribution and such proportionate share of outgoings in advance and as stipulated in Clause ___herein below and shall not withhold the same for any reason(s) whatsoever. The Purchaser/s as well as other Purchaser/s and/or their proposed Society will not require the Promoter/ Developer to contribute proportionate share of the maintenance charges of the premises with or without car parking spaces and other areas attached thereto, which are to be constructed or which are not sold and disposed of by the Promoter/ Developer and in respect of which Occupation Certificate and/or Part Occupation Certificate has been obtained.

14. PURCHASER/S HEREBY DECLARE/S AND CONFIRM/S:

14.1 The Purchaser/s undertake/s that in the event the Purchaser/s is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Purchaser/s shall solely be responsible to intimate the same in writing to the Promoter/Developer immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permissions, approvals which would enable the Promoter/Developer to fulfill the Promoter's/Developer's obligations under this Agreement. The Purchaser/s shall be liable to furnish the Letter of declaration thereby

declaring he/her/it/they are Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) with self-verification documents attached thereto for the record of the Promoter/Developer. Any refund, transfer of security, if at all, that may be payable by the Promoter/Developer to the Purchaser/s as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 and Rules/Regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand/s and agree/s that in the event of any failure on Purchaser/s' part to comply with the applicable guidelines issued by the Reserve Bank of India in this regard, the Purchaser/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999 and Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter/Developer shall not be liable in any manner whatsoever in this regard. The Purchaser/s shall keep the Promoter/Developer, its Partners, executives, agents and officers fully indemnified and harmless in this regard. The Promoter/s shall also not be responsible towards any third party making payment/ remittances on behalf of the Purchaser/s and such third party shall not have any right in the said Unit in any way and the Promoter/Developer shall issue the payment receipts in favour of the Purchaser/s only;

14.2 The Purchaser/s agree/s and hereby bind/s himself / herself / themselves / itself on or before the delivery of the possession of the said Unit, to pay to the Promoter/ Developer the following amounts:

14.2.1 Rs._____- towards legal charges;

14.2.2 Rs._____-for registration of the Society;

14.2.3 Rs._/- being approximately 24 (twenty-four) months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill etc.;

14.2.4 Rs._/- on account and towards the amount of the deposit payable as Water Meter Deposit and amount payable for the Electric Meter to be installed in the said Unit.

14.2.5 The Promoter/ Developer shall utilize the sum of Rs.__/- (Rupees Only) paid by the Purchaser/s to the Promoter/ Developer under Clauses _____&_____hereinabove, for meeting all legal costs, charges, and expenses, including professional costs of the Advocates of the Promoter/ Developer in connection with the formation of the Society and the cost to be borne of this Agreement and all other costs ancillary thereto.

The aforesaid deposit/payments shall not carry any interest. The Purchaser/s shall not demand any refund or any account of the said amounts from the Promoter/ Developer. The amounts so paid by the Purchaser/s to the Promoter/ Developer under Clause__. hereinabove shall not carry any interest and remain with the Promoter/ Developer until the Society is formed and the management is handed over to the Occupants of the Unit/s. All other costs, charges and expenses, including legal fees, costs, charges and expenses in connection with the preparation and execution of the Deed of Conveyance/s in respect of the Building and /or in respect of the said Property or any other deeds and documents relating thereto (including the formation of the Society), shall be borne, shared and paid by all the purchasers / holders / owners of Unit/s (including the Purchaser/s herein) of the Building in proportion to the respective areas of their respective premises. It is clarified that these costs, charges, and expenses are in addition to the contribution of the Purchaser/s towards the legal costs, charges and expenses specified in Clause 14 above.

14.3 The Purchaser/s himself/herself/themselves/itself with intention to bind himself/herself/themselves/itself and all persons into whomsoever hands the said Unit comes and his/her/theirs/its successors-in-title doth hereby covenant with the Promoter/ Developer as set out below in Clause _____. These covenants shall be incorporated into the lease or the sub–lease as set out in Clause_herein below.

14.4 From the date of possession, the Purchaser/s shall maintain the said Unit/s at his/her/their/its own costs in good and tenantable repair and shall not do or allow or suffer to be done anything in or to the said Unit/s and / or the staircases and/or common passages and / or compound of the Building and/or any part of the Building in which the said Unit/s are situated which may be against the rules and/or regulations and/or bye-laws, of the concerned local or any other authority and / or against the regulations framed by the Promoter/ Developer and / or Bye – Laws of the Society, Municipality, or other legal bodies or any other authority.

14.5 Not to use the said Unit/s or any part thereof or permit the same to be used for any purpose whatsoever other than Residential use. He/she/they/it shall not use the garage or parking space allotted as and by way of an amenity to the Purchaser/s for the purposes other than for keeping or parking the Purchaser/s's own vehicle only.

14.6 Not to change, alter or make additions and/or alterations in or to the Building or any part thereof or the said Unit/s or any part thereof or

change the user thereof. The Purchaser/s shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Promoter/ Developer as well as the Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission, or omission on the part of the Purchaser/s.

14.7 Not to store/keep in the said Unit/s any goods which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the Building in which the said Unit/s issituated, or storing/keeping of which goods is objected by the concernedlocal or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage thestaircase, common passage or lift or any other structure of the Building in which the said Unit/s is situated including entrances of the Building, and in case of any damage caused to the Building or lift on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever.

14.8 To carry out at his/her/their/its own cost, all internal repairs to the said Unit/s and maintain the said Unit/s in the same condition, state and order in which it was delivered by the Promoter/ Developer to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in or to the said Unit/s or Building in which the said Unit/s is situated, or carry out any repairs and / or changes in the said Unit/s which may be forbidden by the rules and regulations and bye- laws of the concerned local authority or other public authority which may endanger and/or damage the units above or below the said Unit. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority as well as to the Society.

14.9 Not to demolish or cause to be demolished the said Unit/s or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit/s or any part thereof.

14.10 Not to make any alteration in the elevation, and outside colour scheme of the Building in which the said Unit is situated and shall keep the sewers, drains, pipes in the said Unit and appurtenances thereto in goodand tenantable repair and conditions so as to support, shelter and protect other parts of the Building in which the said Unit is situated and shall not chisel or in any other manner damage columns, beams, walls,

slabs, chhajas or RCC pardis or other structural changes in the said Unit without prior written permission of the Promoter/Developer and/or the Society and the local authority/ies.

14.11 Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the said property and the Building in which the said Unit is situated.

14.12 To bear and pay increase in local taxes, water charges, insurance, and such other levies if any, which are imposed by the concerned local authority, and/or Government and/or other public authority/ies on any account of the said Unit including on account of any unauthorized change of user.

14.13 Not to do or permit to be done or omit to do any act which may cause any danger, hazard, or risk to the other occupant/s of the building.

14.14 Not to do or permit to be done any act or thing which may cause any obstruction to the other occupant/s of the building.

14.15 To use the said Unit only for his/her/their/its own Residential purposes.

14.16 To observe and perform all the bye – laws, rules, and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Units and for the observance and performance of the Building rules and regulations and byelaws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser/s shall also observe all stipulations and conditions laid down by the Society with respect to the occupation and use of the said Unit in the Building and shall pay and contribute regularly and punctually towards taxes, expenses, and other outgoings payable by him/her/it/them in accordance with the terms of the Agreement. The Purchaser/s alone shall attend to, answer and will be responsible for all actions of violation of any such conditions or bye – laws.

14.17 To promptly pay all outgoings, costs, and expenses payable to the Society.

14.18 To use the parking space/s for parking of cars belonging to the Purchaser/s and / or members of his/her/their/its family and not to allow any other unauthorized person/s or stranger/s to park their cars in the parking space/s specified for the use of the Purchaser/s.

14.19 To use the common areas and facilities in the Building and the said property, without causing any hindrance or obstruction to other purchases / holders of the Units in the Building.

14.20 Not to put any nameplate or letter box or neon-sign, or board in the common areas or on the outside wall of the Building, save and except at the place as may be approved or provided by Promoter/ Developer.

14.21 Not to cover the windows / flowerbeds / service ducts / balconies and other portions which may be visible on the external facade of the building.

14.22 Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof.

14.23 To maintain the facade of the building (along the front, the sides, and the rear elevations thereof) and the said Unit in the same form as the Promoter/Developer constructs and to not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter/Developer.

14.24 Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the building without the prior written permission of the Society.

14.25 Not to make or permit to be made any structural changes or disturb or overload or pierce, etc. to any structural component in the commonareas of the Building, including the common podium slab which has been designed with post tension slab, without the prior written permission of the MCGM.

14.26 In particular, and without prejudice to the generality of the foregoing, not to make any form of alteration in or outside the said Unit or the Building or damage the beams and columns passing through the said Unit / Building for the purpose of fixing, changing, or repairing the concealed wiring and pipelines or otherwise for any purpose.

14.27 The Purchaser/s shall be solely responsible for compliance with applicable laws, notifications, guidelines etc. for the purchase of immoveable property in India (as applicable to the said Unit).

14.28 The Purchaser/s shall be responsible for and indemnify and keep indemnified, the Promoter/Developer from and against all damages, actions, claims, demands, costs, charges, expenses and penalty,

prosecutions, proceedings relating to the said Unit or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser/s and shall also indemnify and keep indemnified, the Promoter/Developer from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Promoter/ Developer as a result of any act, omission or negligence of the Purchaser/s or the servants, agents, licensees, invitees or visitors of the Purchaser/s and / or any breach or non-observance by the Purchaser/s of the Purchaser/s's covenants and / or any of the terms and conditions of this Agreement which are to be observed and performed by the Purchaser/s.

14.29 No objection for brand signage on façade and any other suitable location.

14.30 The Purchaser/s has/have verified the documents including title search report and the conditions of commencement certificate and the sanctioned plan. The Purchaser/s is/are satisfied that the Promoter/Developer has absolute, clear, developable and marketable title to the said Property so as to enable it to convey the said Property to the society to be formed.

14.31 The Purchaser/s has/have verified and understood the plan prepared by Promoter/ Developer for the said project in its entirety and he/she/it/they hereby give/s approval for Promoter/ Developer making changes in said project upon getting permission and sanctions from the concerned authority.

14.32 The Purchaser/s shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said Unit.

14.33 The Purchaser/s hereby declare/s and confirm/s that he/she/it/they has/have seen the proposed plan for future development. The Purchaser/s hereby assure/s and undertake/s that he/she/it/they will not raise any objection to the proposed future expansion. The Purchaser/s hereby declare/s and confirm/s that this approval for revision of plan be considered as his/her/its/their unconditional approval mandated under RERA and that no further separate approval would be required from him/her/its/their by the Promoter/ Developer for carrying out the proposed revision.

14.34 The Purchaser/s has/have verified and perused the development permission and commencement certificate and the conditions contained therein. The Purchaser/s has/have also understood the future

development. The Purchaser/s has/have also visited the site and understood the infrastructure available currently and has/have inquired about the role of government agencies in providing permissions and infrastructure for the project The Purchaser/s has/have taken a decision to purchase the said Unit at this stage of project due to reduced pricing and hence has/have agreed to take project risk of delays due to various infrastructural issues and government delays. The Purchaser/s understand/s that in future the prices of units will go up and therefore to save substantial money the Purchaser/s has/have taken a decision to take project risk.

14.35 The Purchaser/s has/have taken a decision to purchase the said Unit at this stage of project due to reduced pricing and hence has/have agreed to take project risk of delays due to various infrastructural issues and government delays. The Purchaser/s understand/s that in future the prices of units will go up and therefore, to save substantial money, the Purchaser/s has/have taken a decision take project risk.

14.36 The Purchaser/s hereby assure/s and undertake/s that he/she/it/they will not hold the Promoter/ Developer liable for any delays which are beyond the control of the Promoter/ Developer especially delays attributable to planning authorities or delays due to the various amendments made to governmental policies during the development of the said project. The Purchaser/s declare that he/she/it/they will not claim any interest or compensation from Promoter/ Developer or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Purchaser/s has agreed to off-set the benefit of lower pricing of unit against any delay in future.

14.37 If Purchaser/s wishe/s to make a site visit before possession, prior written permission from Promoter/Developer is necessary. Promoter/Developer shall not be responsible for any accident or mishap that may happen on site either to Purchaser/s or to any of his/her family members or friends/to its officers/ employees who may accompany him/her/them. Children below 15 years of age are not permitted on the construction site under any circumstances. All safety measures prescribed by the Promoter at the time of a site visit will have to be mandatorily followed by the Purchaser/s/people accompanying the Purchaser/s.

14.38 The Purchaser/s shall make timely payment of the demand raised by Promoter/ Developer. If there are more than one Purchasers in this Agreement all the obligations of the Purchasers/s under this Agreement

shall be complied by the Purchasers jointly and severally and not otherwise. In case of default in payment, the Purchaser/s shall remedy the default within the period prescribed in this Agreement. The Purchaser/s shall not object to the cancellation of this agreement if the default continues.

14.39 The Promoter/ Developer may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said Unit to the Purchaser/s hereof and the Purchaser/s shall not be entitled to raise any objection thereto. If the Purchaser/s takes possession of the said Unit in such part completed building, part or portion or floor, the Promoter/ Developer or its agents orcontractors shall carry on the remaining work with the Purchaser/s occupying the said Unit. The Purchaser/s shall not object to, protest orin any way obstruct in the execution of such work even though the samemay cause any nuisance or disturbance to him/her/it/them.

14.40 The Purchaser/s shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter/ Developer to transfer the right, title and interest in respect of the said Unit to third party during course of construction of said project or before possession of said Unit is given to the Purchaser/s whichever is later. Without obtaining the said certificates any document executed by Purchaser/s in the name of third party shall be treated as ‘void-ab-initio’.

14.41 The Purchaser/s has/have represented that he/she/it/they is/are acquiring rights in the said Unit at this stage due to cheaper pricing and benefit of deferred payment. Hence, he/she/it/they is/are taking project risk with full understand of government delays and other delays beyond Promoter’s/ Developer’s control.

14.42 The Purchaser/s shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the Promoter/ Developer. Any default by the Purchaser/s would be treated as breach of contract and Promoter/ Developer would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Purchaser/s.

14.43 The Purchaser/s shall not hold the Promoter/ Developer liable for the delay caused due to the Force Majeure as mentioned in this Agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the Promoter/ Developer.

14.44 The Purchaser/s undertake/s to abide by the By-Laws and all other terms and conditions contained in Society Bye- Laws and any valid amendment thereto and further undertakes not to raise any objection thereto either in present or in future.

14.45 The Purchaser/s shall not object for installation and keeping the sign board, hoarding and neon board of Promoter/ Developer in the said project before or after the conveyance of said plot to Society.

14.46 In addition to the provisions contained hereinabove, the conveyance of the said property shall, besides the normal and usual clauses contained in the said Conveyance, contain inter alia the below mentioned essential and material clauses. The Purchaser/s agree/s accept/s and unequivocally consent/s to the incorporation of the said clauses in the Conveyance of the said property.

14.46.1 A clause that the Building standing on the said Property shall be kept at all times in a state of good repair and condition.

14.46.2 A clause that the said Unit and all the other Units be kept at all times in a state of good repair and condition.

14.46.3 All such clauses as are necessary to give effect to the Indenture.

14.46.4 A clause that the Purchaser/s/Society shall jointly paint the outside of the Building standing on the said property at least once every seven years.

14.46.5 A clause that the Purchaser/s/Society shall keep open space as per the sanctioned Plans open.

14.46.6 A clause stipulating that the terrace/roof above the top floor and the terrace appurtenant to the units on the top floor of the Building on the said property shall be exclusively used and enjoyed by Developer/Promoter. Promoter/Developer shall have the right to beautify the said roof and terrace with plants, flowers and any other garden flora as they deem fit. Any and all Purchaser/s/ Society agree and consent to the exclusive use and enjoyment of the said roof and terrace by the Promoter/ Developer and agree/s and undertake/s not to in any manner whatsoever interfere with the use occupation and enjoyment of the said roof and terrace by the Promoter/ Developer. It is expressly understood that there will be no facilities such as water tank, lift motor room or any common facility on the said roof and/or terrace as the same will be provided elsewhere. It is

clarified that the Building has been designed to provide for the said facilities elsewhere. It is further expressly understood that no Purchaser/s/Society shall be entitled to use the said roof and/or terrace for any purpose whatsoever and the said roof and/or terrace shall remain locked, and access shall only be granted for maintenance purposes of the building in general but after due notice. It is agreed and understood that since there are no facilities for the use of the Building and its occupants provided on the roof and/or terrace, the same shall not beconsidered and/or deemed a Common Area and Facility of/for the Building, but a Limited Common Area and Facility for the benefit for the Premises constructed adjacent to the said terrace or immediately below the said roof.

14.46.7 Such other clauses as may be required by the Promoter/ Developer and/or its Advocates or Solicitors to safeguard and protect the rights and interests of Promoter/ Developer.

14.46.8 A clause enjoining the Purchaser/s/Society not to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like anywhere on the said Property and/or structures erected thereon other than that name of the Building. Promoter/Developer shall solely and alone be entitled to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the like on any portion of the said Property and/or Building after complying with the relevant Government regulations, if any, and to retain for itself the monies/revenue/income/proceeds/deposits and the like received therefrom. The Purchaser/s / Society shall co-operate with the Promoter/Developer and shall sign all applications, documents, papers, and the like as may be required by Promoter/ Developer to enable Promoter/ Developer to affix such advertisement/s, advertisement board/s, hoarding/s or other signage or the like, if required.

14.46.9 A clause stipulating that parking spaces which are forming part of the Agreement for Sale shall not be cancelled by the Society which is formed by merging the said Societies.

14.46.10 A clause stipulating that all future benefits whatsoever accruing in respect of/attributable to the said Property (including but not limited to those accruing in respect of/attributable to the present FSI, present Additional FSI, and present TDR from the said property), shall belong exclusively to and vest solely in Promoter/Developer, alone. The Society which is formed after

merging the said Societies shall not make any claim whatsoever in respect thereof. It is clarified that all future benefits include but are not restricted to, any increase in the permissible constructible area (whether by way of amendment to the DCPR, change in the definition of FSI or modification to areas exempted/included in FSI, or increase in FSI or in any other manner whatsoever) over and above the presently permissible constructible area consuming an FSI.

14.47 The Purchaser/s hereby further covenant/s that until the conveyance is executed in respect of the said Property by the Promoter/ Developer in favour of the merged Society which is formed after merging the two Societies, in the event of there being a failure, neglect, breach or default on the part of the Purchaser/s to observe, perform or comply with any of the terms and conditions of this Agreement then;

14.47.1 The Promoter/ Developer shall be entitled to issue a Notice to the Purchaser/s calling upon the Purchaser/s to rectify and / or make good or set right such failure, neglect, breach or default to the satisfaction of the Promoter/ Developer within sevendays from the date of receipt of such Notice by the Purchaser/s,failing which the Promoter/ Developer shall be entitled to terminate this Agreement without prejudice to the right of the Promoter/ Developer to claim compensation or damages (as may be determined by the Promoter/ Developer) till the same isrectified by the Purchaser/s or by the Promoter/ Developer (atits option), at the costs, expenses and consequences of the Purchaser/s. The provision for a Notice to be sent by the Promoter/ Developer to the Purchaser/s in this sub-clause shall not be deemed to be a liberty or right to the Purchaser/s not to comply with the provisions of this Agreement.

14.47.2 If such failure, neglect, breach or default on the part of the Purchaser/s has, in the view of the Promoter/ Developer, seriously affected / or is of such nature as will seriously affect the structural stability of the said Unit and / or the Building, the Promoter/ Developer shall be entitled, without prejudice to the right of the Promoter/ Developer to terminate this Agreement as set out above, without issuing any Notice to the Purchaser/s, to take the necessary steps to preserve the structural stability of the Building / Premises. In such event the Purchaser/s shall be liable to pay to the Promoter/ Developer, appropriate compensation / damages as may be determined by the Promoter/ Developer, for such serious neglect / breach / default
/ failure and to reimburse to the Promoter/ Developer the costs

and expenses incurred by the Promoter/ Developer in making good / rectifying such failure, neglect, breach, or default at the latest within one month from the date of demand of the same by the Promoter/Developer.

14.48 The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Promoter/ Developer to the said Property described in the Fourth Schedule hereunder written and has/have absolutely accepted the same.

14.49 The Purchaser/s have also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said Property, having inspected the sanctioned building plans. The Purchaser/s is/areinformed and is/are aware that further FSI will be utilized as would be available and sanctioned by the Planning Authority from time to time under various provisions of the DCR/other applicable laws, rules, and regulations, as may be modified and amended from time to time, and the Purchaser/s being aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievancein respect thereof whatsoever.

14.50 The Purchaser/s shall have no claim whatsoever save and except in respect of the said Unit hereby agreed to be acquired and the use of the particular car-parking space/s (if so specified). All other open spaces, unsold Units and other spaces, etc. in the Avalon/Avalon Residency Project will remain the property of the Promoter/ Developer until the Avalon/Avalon Residency Project is transferred/conveyed to the merged Society of the existing Societies by the Promoter/Developer.

14.51 The Purchaser/s has/have clearly understood, been made aware and agreed that the Promoter/ Developer shall solely and alone be considered and deemed to be "Promoter" within the meaning assigned to the term in RERA.

14.52 NOMINEE

The Purchaser/s that he/she/it/they has/have appointed Mr./Mrs _____aged about ___ having his/her address at_____and having e-mail id_____(hereinafter referred to as the **"said Nominee"**) as his/her/its/their nominee in respect of the said Unit (hereinafter referred to as the **"said Nominee"**). The Purchaser/s shall separately submit photocopies of PAN, AADHAR Card, Passport or any other document proving the identity of the said Nominee to the Promoter/Developer. The Purchaser/s hereby expressly declares and confirms that he/she/it/they shall intimate the said Nominee that he/she has been appointed as Nominee in respect of the said Unit and shall

submit the acknowledged copy of the such intimation to the Promoter/Developer to enable the Promoter/Developer to approach the said Nominee in case of need. Before the completion of this intended sale transaction with the Purchaser/s herein, in any event if the Purchaser/s dies, then in that event the Promoter/Developer shall conclude this sale transaction with the Nominee so appointed by the Purchaser/s. On the death of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The said Nominee shall execute/submit Declaration/Indemnity Bond in favour of the Promoter/Developer herein in case he/she is exercising his/her right as the Nominee under this Agreement alongwith self- attested and verified documents for proving his identity. If the said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated in this Agreement and/or as intimated separately), then the Promoter/Developer shall be entitled to terminate this Agreement in the manner stated herein. The Purchaser/s shall at any time hereafter be entitled to substitute the said Nominee for the purposes herein mentioned. The Promoter/Developer shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her in all matters pertaining to the said Unit. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The said Nominee would be required to givean indemnity bond indemnifying the Promoter as may be necessary by the prevailing laws and required by the Promoter before complying his/her obligations under this agreement and Promoter/Developer handing over possession to the said Nominee.

15. <u>PROMOTER/DEVELOPER HEREBY REPRESENT TO THE PURCHASER/S AS FOLLOWS</u>:

15.1 In terms of and as set out in the title report annexed to this Agreement the Promoter/ Developer are well and sufficiently entitled to carry out development upon the said Property and also has actual physical and legal possession of the said Property.

15.2 The Promoter/ Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite and further approvals from time to time to complete the development of the said Property and to avail of the entire development potential thereof in terms of the DCPR;

15.3 There are no encumbrances upon the said Property save and except those as may be disclosed in the title report;

15.4 There are no litigations pending before any Court of law with respect to the said Property which restrain the development of the said Property or the making of this Agreement save and except those disclosed in thetile report;

15.5 All approvals, licenses and permits issued by the competent authorities with respect to the Building under construction 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 said property and Building shall be obtained from the Planning Authority in accordance with law;

15.6 The Promoter/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights of the Purchaser/s created herein, may prejudicially be affected;

15.7 The Promoter/ Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property and/or the said Unit which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

15.8 The Promoter/ Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxesand other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property to the competent Authorities till the offering of possessionof the said Unit to the Purchaser/s;

15.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter/ Developer in respect of the said Property except those disclosed in the title report.

15.10 The Promoter/ Developer confirms that the Promoter/ Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement

16. CONVEYANCE

16.1 The Purchaser/s is aware that the Promoter/ Developer will submit and/or transfer the building of "Avalon/Avalon Real Restate Project" along with the land beneath to the merged Society as may be formed in accordance with the provisions of the RERA and in any event it shall not be more than three months from the date of issuance of Full Occupation Certificate. As far as the transfer of title of the said Property is concerned, it is expressly agreed by and between the parties that only after completion of the entire development potential is exploited the Promoter/Developer, the Promoter/Developer shall transfer the said Property in favour of merged Society of the existingSocieties which may be formed in accordance with the provisions of the RERA. The Purchaser/s and his permitted assigns shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter/ Developer and / or the Society may require for safeguarding the interest of the Promoter/ Developer and / or of the other purchasers / holders / owners of the Units in the Building.

16.2 It is also clearly understood and agreed by and between the Parties hereto that the Promoter/ Developer will transfer /convey the title in respect of the said Unit hereby agreed to be acquired (together with the benefit of the use of specified car parking space/s, if any, provided for the Premises) in favour of the Purchaser/s, in the manner hereinabove

17. FORMATION OF SOCIETY.

17.1 It is clarified by the Promoter/ Developer and understood and consented to by the Purchaser/s as an express, essential, and integral term and condition of this Agreement that:

17.2 The existing Societies shall be merged into a new Society which will be formed and the Purchaser/s of the Units shall be admitted as the member/s of the merged Society of the Building by the Promoter/ Developer within three months of the majority of the units having been sold or within three months of occupation certificate whichever is earlier. The transfer of the Building and other ancillary structures as may be finally constructed thereon shall be in favour of the merged Society.

17.3 The merged Society which shall include the members of the existing two societies and the purchasers/ holders/ owners of free sale units in the Building, in accordance with the provisions of this Agreement, shall ultimately maintain, repair and/or replace the lighting, drainage, water mains, drains, suction tank with pumps, auxiliary tanks, watchman's cabin, security, gate, ancillary structures, common areas, elevators, STPS, storm water equipment, lifts of the Building, etc. located within and / or concerning the said Property, including to ensure the operation and maintenance of the Building and the said Property. The expenses

relating to the above shall be borne by the purchasers / holders / owners of the premises in the Building,

17.4 The formation of the merged Society and the preparation of the documents/ Bye-Laws and all other documents/writings to be executed in pursuance of this Agreement/in connection with and relating to the formation of such merged Society shall be as may be advised/prepared/approved by the Advocates and/or Solicitors of the Promoter/ Developer and the same shall be consistent and inaccordance with the provisions contained in this Agreement.

17.5 The Purchaser/s, who has/have understood and accepted the terms and conditions that will be contained in the transfer of the building, agree/s and undertake/s to execute the same as and when called upon to do so by the Promoter/ Developer.

17.6 It is specifically agreed that, in addition to the costs, charges and expenses specified hereinabove, the Purchaser/s alone shall be liable to pay and shall pay the stamp duty and registration charges and all other applicable charges payable on and in respect of such and transfer of the building and other deeds and documents pertaining to the said Unit agreed to be acquired by the Purchaser/s under this Agreement. Such amounts shall be kept deposited by the Purchaser/s with the Promoter/ Developer at the time of taking possession of the said Unit and shall,until utilization, remain with the Promoter/ Developer, free of interest.

17.7 The Purchaser/s hereby agree/s to pay, on demand, the Purchaser/s's share of Stamp Duty and Registration Charges, payable, if any, by the merged Society on any other document or instrument in respect of the said Property and Building to be executed in favor of or in respect of or in relation to the merged Society.

17.8 The Purchaser/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on any other documents as the case may be.

17.9 It is expressly agreed by and between the Parties hereto that until the conveyance is executed in favour of the merged Society, the Purchaser/s shall not let, sublet, sell, transfer, assign or part with his/her/their/its interest under or benefit of this Agreement or part with the possession of the said Unit unless he/she/they/it obtain/s the previous consent in writing of the Promoter/ Developer. It is further agreed that the Promoter/ Developer shall be entitled, at their respectiveoption and discretion, to withhold such consent until:

17.9.1 all the amount/s due and payable by him/her/they/it to the Promoter/ Developer under this Agreement are fully received by the Promoter/ Developer and only if the Purchaser/s has/have not defaulted in payment of all its dues under the provisions of this Agreement and has/have observed and performed all the terms and conditions of this Agreement and / or

17.9.2 the Promoter/ Developer is satisfied that its rights, benefits, and interests under this Agreement are fully and adequately safeguarded and that the transferee / assignee / licensee shall in turn be bound by the terms and provisions of this Agreement and the rules and regulations of the Society, when formed.

17.10 The Purchaser/s and the persons to whom the said Unit is let, sublet, transferred, assigned, or given possession shall observe and perform all the bye-laws and / or the rules and regulations of the merged Society (including the additions, alterations, or amendments thereof) for the protection and maintenance of the Building and the Units therein and the said Property for the observance and performance of the rules and regulations and the bye-laws of the merged Society and all other public bodies / statutory authorities, as may be in force, from time to time.

17.11 Observe and perform all the stipulations and conditions laid down by the merged Society regarding the occupation and use of the Building and Units therein and shall pay his/her/its/their respective contribution/s regularly and punctually towards the taxes and / or expenses and other outgoings accordance with the terms of this Agreement.

18. UNDERSTANDING BETWEEN THE PARTIES

18.1 The Promoter/ Developer and the Purchaser/s also agree to the following:

18.1.1 The Purchaser/s shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter/ Developer and after making all payments as per this Agreement. Prior to carrying out the interior works in the said unit, the Purchaser/s shall give to Promoter/ Developer, in writing the details of thenature of interior works to be carried out.

18.1.2 The Purchaser/s shall keep a deposit of **Rs._____/- (Rupees_____Only)** per unit with the Promoter/ Developer as a refundable deposit amount as determined by the Promoter/ Developer as a security for carrying out internal

work in the said unit. The said deposit amount shall be refunded by the Promoter/ Developer to the Purchaser/s after completion of the work subject to deduction towards damagesto common area/amenities/open space or any part of the building/premises.

18.1.3 The Purchaser/s shall strictly adhere to the terms and conditions of the Agreement while carrying out the said internal work. The Purchaser/s hereby agree/s, declare/s and confirm/s that while carrying out the said internal / interior work in the said Unit, the Purchaser/s shall not disturb any RCC membrane of the said Unit in any manner whatsoever and if any damage is caused to the said building or any of the common areas then it shall be restored by the Purchaser/s at his/her/their own cost orin the alternative the Promoter/ Developer shall carry out the necessary repairs / restoration and forward all the expenses to the Purchaser/s, who then shall bear and pay the same within 7days of the receipt of the intimation from the Promoter/ Developer or in alternative the Promoter/ Developer shall deduct the said expenses from deposit amount of the Purchaser/s.

18.1.4 The Purchaser/s shall not carry out any changes, additions or alterations in the exterior façade, balcony and other exterior of the building and it shall be maintained as per elevation, design and specification of the entire building.

18.1.5 The Purchaser/s shall at his / her/ i t s/ their own responsibility to carry out internal work as per the rule and regulation specified by the Promoter/ Developer, Society, MCGM and/or any other local authority. The Purchaser/s shall solely liablefor any action on the part of competent authority on any violation of the same.

18.1.6 The Purchaser/s shall store all the material use for the interior work like marbles, tiles, cements, sands etc. strictly at the parking space allotted tothe Purchaser/s.

18.1.7 The Purchaser/s shall complete the internal work in the said unit within the period of 3 months from the date of handover.

18.1.8 The Purchaser/s shall be liable for paying maintenance and other outgoings related to the said Unit from the date of

handing over physical possession or O.C./B.C.C. whichever is earlier. The Promoter/ Developer shall not be liable for theupkeep and maintenance if the Purchaser/s does not pay the maintenance charges during the period of construction.

18.1.9 The Purchaser/s shall be solely liable for electricity and water charges while carrying out interior work in the said Unit. Promoter/ Developer shall be entitled to inspect all interior works carried out by the Purchaser/s. In the event Promoter/ Developer finds that the nature of interior work being executed by the Purchaser/s is harmful to the said Unit or to the structure, facade and/or elevation of the said Building then, Promoter/ Developer can instruct the Purchaser/s to stop such interior work and the Purchaser/s shall stop such interior work at once, without raising any dispute.

18.1.10 The Purchaser/s will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Purchaser/s, on a daily basis, at no costto Promoter/ Developer and no nuisance or annoyance to the other Purchaser/ss. All costs and consequences in this regard will be to the account of the Purchaser/s.

18.1.11 The Purchaser/s will further ensure that the contractors and workers (whether engaged by the Purchaser/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.

18.1.12 The Purchaser/s/s shall ensure that the contractors andworkers do not use or spoil the toilets in the said Unit or in the building and use only the toilets earmarked by Promoter/ Developer for this purpose.

18.1.13 All materials brought into the said Unit for carrying out interior works will beat the sole cost, safety, security and consequence of the Purchaser/s and that Promoter/ Developer will not be held responsible for any loss/theft/damage to the same.

18.1.14 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured

and taken care of, attended to and treated by the Purchaser/s at his/her/their/its own cost, and that Promoter/ Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by thePurchaser/s alone.

18.1.15 During the execution of interior works, if any of the Purchaser/s contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re- enter the said Unit and thebuilding. Further, the Purchaser/s shall be responsible for acts of such persons.

18.1.16 The Purchaser/s shall extend full cooperation to Promoter/ Developer, its agents, contractors to ensure good governance of such interior works.

18.1.17 The Purchaser/s shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

18.1.18 The Purchaser/s ensure/s that the contractors hired by the Purchaser/s shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Purchaser/s at their own expense within 30 days of written notice from the Promoter/ Developer.

18.1.19 The Purchaser/s shall install the Dish Antenna for the Set Top Box in the service duct on the same floor as the said Unit occupied only in the area specifically earmarked for the said purpose.

18.1.20 The Purchaser/s shall not store any of his/her/its/their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

18.1.21 The Lift facility in this Project shall be used as per rules of the merged Society formed for the management of said Building. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by

the Promoter/ Developer. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the merged Society or Promoter/ Developer shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give/s his / her/ their assurance and consent in it.

18.1.22 The Purchaser/s hereby further undertake/s that at the point of time when the Conveyance of the said property is being prepared, the Promoter/ Developer shall add the above mentioned conditions in the Conveyance. The said clause shall be binding on the merged Society and its members.

18.2 The Purchaser/s shall permit/s the Promoter/ Developer and / or its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and / or Premises or any part thereof to view and examine the state and condition thereof and the Purchaser/s shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Promoter/ Developer to the Purchaser/s.

18.3 The Purchaser/s shall also permit the Promoter/ Developer and / or its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Units for the purposes of repairing any part of the Building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to orserving or used for the Building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

18.4 The Purchaser/s is/are fully aware and has entered into this Agreement for Sale only after being fully satisfied with the exclusivity provision as mentioned in Clause __and shall not raise any objections and / or protests in respect of the same. This provision shall also apply to any covenant and shall also apply and ipso facto bind any entity / body / corporation of Purchaser/s who have acquired premises in the Building.

18.5 It is also understood and agreed by and between the Parties hereto that the terrace space if any, in front of or adjacent to any of the

premises of the Building shall be used exclusively by the Purchaser/s of the respective premises and such terrace spaces are intended for the exclusive use of the of such Purchaser/s.

18.6 The Promoter/ Developer shall have first lien and charge on the said Unit agreed to be acquired by the Purchaser/s in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

18.7 18.7

18.7.1 The Purchaser/s agree/s accept/s and confirm/s that all benefits whatsoever, whether in present or in future, accruing inrespect of said Property (including but not limited to those accruing in respect of/attributable to the present FSI, present Additional FSI, present TDR and present CFFSI arising from the said Property), shall continue to belong exclusively to and vest solely in Promoter/Developer, and be realizable by Promoter/Developer alone. The Purchaser/s shall not make anyclaim whatsoever in respect thereof. It is clarified that all future benefits include but are not restricted to, any increase in the permissible constructible area (whether by way of amendment to the DCPR, change in the definition of FSI or modification to areas exempted/included in FSI, or increase in FSI or in any other manner whatsoever) over and above the presently permissible constructible area consuming FSI which shall belong to the Promoter/Developer.

18.7.2 In the event that there remains any unutilized FSI upon completion of the Building, Promoter/Developer shall solely and alone be entitled to utilize the same including by way of additional construction on the top of the Building or in any other manner permissible in law, even after the formation of the Society as well as after the execution of the conveyance of the said Property. The Purchaser/s shall not in any manner object to the utilization of the said unutilized FSI by Promoter/ Developer. The Purchaser/s shall sign all deeds, documents and writings as may be required to enable Promoter/ Developerto utilize the said FSI at any time. The Purchaser/s hereby constitutes Developer as his/her/their/its lawful attorney to sign all papers, NOCs, applications, and the like, appear before all and every Court or Courts, Government Authorities, Municipal Corporation, Municipal Officers etc. in relation to in order to enable Promoter/Developer to utilize the said FSI as aforesaid. Any objection/obstruction to the utilization of the said un-utilizedFSI by Promoter/Developer shall be a ground for action against

the Purchaser/s however requiring notice calling for rectification of the said breach as set out in Clause __.

18.7.3 All new and additional Units constructed by Promoter/Developer in terms of Clause of the present Agreement shall absolutely and exclusively belong to Promoter/ Developer, and neither the Purchaser/s herein, nor the merged Society shall have or claim any rights, title, benefits, claims or interests whatsoever in respect thereof, and Promoter/Developer shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the merged Society shall raise any dispute or objection thereto and the Purchaser/s hereby grants his/her/their approval to the same;

18.7.4 The merged Society shall admit as its members all Purchaser/s's of such new and additional premises whenever constructed on the Building.

18.8 The Purchaser/s hereby agree/s and undertake/s to be a member of the merged Society (to be formed in the manner provided in this Agreement) and also, from time to time, to sign and execute all applications for membership and duly fill in and submit in the office of the Promoter/ Developer, the same, within 10 (ten) days of intimation in writing, when given by the Promoter/ Developer to the Purchaser/s.

18.9 The Purchaser/s shall from time to time sign all applications, papers, and documents, and do all such acts, deeds, matters and things as the Promoter/ Developer may require for safeguarding the interest of the Promoter/ Developer and/or the other purchasers / holders of the Units in the Building.

19. RESERVATION FOR PARKING:

19.1 Purchaser/s has/have requested for reservation of independent Parking space & Number of dependent parking space (the "**parking**") to be used to park his/her/its/their motor vehicle. Accordingly, Promoter/Developer hereby reserves Number of independent Parking space &___ Number of dependent parking space for exclusive use of Purchaser/s. The parking is subject to final building plan approved by the MCGM at the time of grant of occupancy

certificate and exact parking shall be allotted at the time of possession based on final plan.

19.2 Purchaser/s shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor.

19.3 Purchaser/s shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

19.4 The said parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

OR

19.5 Purchaser/s has/have informed the promoter that he/she/it/they does/do not require any parking space in said project. Accordingly, no reservation of parking is made against said Unit.

19.6 Purchaser/s undertake/s, assures and guarantee/s not to claim any parking space in said project in future, nor raise any objection to use of parking by other Purchaser/ss.

20. SOCIETY MAINTENANCE CHARGES

20.1 Commencing a week after notice in writing is given by the Promoter/ Developer to the Purchaser/s that the said Unit is ready for use and occupation, irrespective of the Purchaser/s taking the possession of the said Unit or not, the Purchaser/s shall be liable for proportionate share of outgoings in respect of said Property & Building for water charges, insurance, common lights, repairs, salaries, property tax if any,security, sweepers and all other expense necessary and incidental to the maintenance of the said Property & Building. Such proportionate share of expense shall be calculated on the basis of area of the said Unit plus the additional area attached to the said Unit i.e. gross usable area vis a vis total gross usable area of said project. The Purchaser/s shall pay to the Promoter/Developer at the time of possession, an advance maintenance for_____months aggregating to Rs._____/- (Rupees_____Only) along with GST as "common maintenance charges" for the upkeep and maintenance of the said Project which are worked out provisionally and shall be increased or decreased in future as per the requirements of Project. The Purchaser/s shall draw cheque/ Demand Draft/ Managers Cheque in the name of "_____" maintained in_____ (bank) Branch_____. (the "**said bank account**"). The amounts so paid by the Purchaser/s to the Promoter/Developer shall not carry any interest and remain with the Promoter/ Developer until the Property is

conveyed to the merged Society as aforesaid.

20.2 At the time of conveyance of said Property in the name of said merged Society, said bank account shall be handed over to the said merged Society and thereafter said merged Society shall maintain the project in the said Property

20.3 After the formation of the merged Society the Purchaser/s shall bear and pay monthly maintenance charges directly to the merged Society.

20.4 Promoter/Developer specifically communicates to the Purchaser/s thatif Purchaser/s fail/s and/or neglect/s to pay maintenance charges time to time as and when demanded by the Promoter/ Developer and/or concerned authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Purchaser/s and in such case Promoter/ Developer shall not be responsible for the maintenance ofthe said project.

21. UNSOLD UNITS IN SAID PROJECT

21.1 The Promoter/ Developer shall be inducted as a member of said merged Society for unsold units upon conveyance of said Property to merged Society.

21.2 Promoter/ Developer shall be entitled to sell the unsold units in said project without any separate permission or consent of merged Society and the members of merged Society. The prospective Purchaser/s of such unsold units shall be admitted by the said merged Society as members and no objection shall be raised either by existing members or the merged Society.

21.3 Purchaser/s or m erged Society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter/Developer to prospective Purchaser/s.

21.4 It is clearly understood between the parties that Promoter/ Developer shall also be entitled to allot/reserve unreserved/balance parking to the unsold units Purchaser/s or any other Purchaser/s at its own discretion and the merged Society or Purchaser/s shall not take any claim or raise any issue on such parking at any time in future.

21.5 It is clearly understood between the parties that Promoter/ Developer shall not bear any maintenance charges of unsold units which are remain unsold and vacant however Promoter/ Developer shall pay

towards pro-rata insurance charges and property tax.

21.6 Promoter/Developer shall be entitled to mortgage the unsold units of the said project with the financial institutions/scheduled /commercial banks without any separate NOC from merged Society or the members of merged Society.

21.7 Promoter/ Developer is entitled to all the rights of being a member of merged Society i.e. right to attend meeting, right to vote in the meeting etc.

21.8 The Purchaser/s hereby agree/s and bind/s himself / herself /themselves / itself to pay to the Promoter/ Developer or to the Society when formed, as the case may be:

21.8.1 such amounts as may be required to be paid in respect of the merged Society's Office Charges, Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Promoter/ Developer and the same shall be borne and paid by all the purchasers of the units in the Building.

21.8.2 such amounts as non-interest-bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, deposits and similar other deposits/disbursements as and when demanded by the Promoter/ Developer and the same shall be borne and paid by all the purchasers / holders / owners of the units in the Building.

21.9 The Development and/or betterment charges or other levy(ies) by the concerned local authority, Government and/or any other public authority in respect of the said Property and/or Building along with all the purchasers / holders / owners of the units in the Building which shallbe borne and paid by all the purchasers / holders / owners of the units in the Building.

21.10 The Purchaser/s agree/s to pay to the Promoter/ Developer within 7 days on demand the amounts mentioned in Clause_hereinabove.

21.11 The Purchaser/s is/are aware and accept/s that the Purchaser/s merged Society shall not be entitled to affix any advertisement/s, advertisement board/s, hoarding/s or other signage or the likeanywhere on the said property and/or structures erected thereon other that name of the Building. Promoter/Developer shall solely and alone be entitled to affix any advertisement/s, advertisement board/s,

hoarding/s or other signage or the like on any portion of the said Property and/or Building after complying with the relevant Government regulations, if any, and Promoter/Developer shall retain for itself the monies/revenue/income/proceeds/ deposits and the like received therefrom. The Purchaser/s merged Society shall co-operate with Promoter/Developer and shall sign all applications, documents, papers, and the like as may be required by Promoter/Developer to enable Promoter/Developer to affix such advertisement/s, advertisement board/s, hoarding/s or other signage or the like, if required.

21.12 The Purchaser/s is/are aware and accept/s and agree/s that the Purchaser/s and/or any other purchasers of the premises in the Building and/or the merged Society shall not be entitled to, nor shall he/she/it/they install V-Sat Antenna or Broadcasting and Communication Towers or any other device which emits or emits and/or receives any form of electromagnetic radiation on any terrace, orat any other place or part of the Building.

21.13 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said Property and / or Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him.

21.14 Nothing contained in this Agreement is intended to nor shall be construed to confer upon the Purchaser/s any right, title, or interest of any kind whatsoever nature into or over the said Property and / or Building or any part thereof and such conferment shall take place only in favour of the merged Society upon the execution of the transfer of the building and the said property.

21.15 The merged Society shall always be known as “Avalon/Avalon Residency Co-operative Housing Society Ltd." or such other name as may be approved by the Promoter/Developer and the name of the merged Society to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter/Developer.

22. REGISTRATION OF THIS AGREEMENT:

22.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit unless all amounts as agreed upon in this Agreement is paid by the Purchaser/s to the Promoter/Developer and unless this Agreement is duly stamped under the Maharashtra Stamp Act and registered under

the Registration Act, 1908. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/it/them. All open space, lobbies, staircases, terraces, recreation spaces,etc. will remain the property of the Promoter/ Developer until the said Property and the building thereon is conveyed to the said merged Society.

22.2 The Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

22.3 The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this Agreement and any and all other documents arising therefrom or executed pursuant thereto shall beborne and paid by Purchaser/s alone and this Agreement shall belodged for Registration by the Purchaser/s within the time prescribed under law and the Promoter/ Developer or its nominee(s) will attend theOffice of the Sub-Registrar and admit the execution thereof after the Purchaser/s inform/s the Promoter/Developer the date and Serial Number under which it is lodged for registration. If the Purchaser/s fail/sto lodge this Agreement for Registration within the time prescribed by law, the Promoter/ Developer shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever.

22.4 All letters, receipts and/or notices to be served on the Purchaser/s and the Promoter/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer/Promoter by Registered Post A.D and notified Email ID and at their respective addresses specified below:

Address of Purchaser/s:

_____.

Notified Email ID: _____

In case there are Joint Purchaser/s all communications shall be sent by the Promoter/Developer whose name appears first and at the address given by the Purchaser/s which shall for all intents and purposes to consider as properly served on all the purchasers.

Address of Promoter/ Developer: **AVALON RESIDENCY LLP**
4th Floor, Techniplex-I, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon West, Mumbai 400 104

Notified Email ID :

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

22.6 This Agreement (including its Recitals and all Annexures as incorporated into this Agreement by reference), constitutes andrepresents the final agreed terms and conditions between theDeveloper/Promoter and the Purchaser/s and cancels, replaces and supersedes all prior / previous arrangements, representations (express or implied), assurances, correspondence, writings or understandings, negotiations or discussions between the parties (whether written or oral) on the subject matter hereof or in respect of matters dealt with herein, by the Developer/Promoter, any agent, employee or representative of the Developer/Promoter, or any other person, including without limitation, arising out of any marketing material (including sales brochures, illustrative models / representation/s, websites, etc.).

22.7 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.

22.8 This Agreement, so far as it relates to the agreements between the Purchaser/s and the Promoter/ Developer, shall always be subject to the provisions RERA or any modification, amendments, or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.

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

Developer.

22.10 If at any time any service tax and / or VAT and / or and / or GST any other tax or levy is charged, levied, or sought to be recovered by the concerned Authority relating to the transaction for sale of the said Unit, as envisaged herein, the same shall be borne and paid / reimbursed by the Purchaser/s to the Promoter/ Developer. This is in addition to the Purchase Consideration specified hereinabove. The Promoter/ Developer will also have a charge on the said Unit (as and when constructed) for the aforesaid taxes / charges / levies including any interest, penalties and the like charged by the government thereon till such time as the said outstanding amount/s (including interest thereon) are paid / reimbursed to the Promoter/ Developer by the Purchaser/s. The Purchaser/s expressly agrees to the above and undertakes toindemnify the Promoter/ Developer in respect of the same. In the event of any Tax being required to be deducted at source by the Purchaser/s in respect of the purchase consideration payable, the Purchaser/s shall within 7 days of such deduction ensure the deposit of such deduction inthe Income Tax or Concerned Treasury and issue forthwith thereafter the requisite TDS Certificate to the Promoter/ Developer.

22.11 The Purchaser/s is/are the investor as defined under Article – 5 (g-a)(ii) of the Bombay Stamp Act, 1958. In the event of assignment/transfer of the said Unit within the stipulated period the investor will be entitled to adjust the stamp duty as provided in the said article.

23. PERMANENT ACCOUNT NUMBERS

The PAN details of the Developer and Purchaser/s are as under:

23.1 Promoter/Developer :
Avalon Residency LLP : ACBFA8370N

23.2 The Purchaser/s :

FIRST SCHEDULE HEREIN ABOVE REFERRED TO
(LARGER PROPERTY)

All those pieces or parcel of land or ground being Sub-Plot A, Sub- Plot B, Sub-Plot C-1, Sub-Plot C- 2, Sub-Plot C-3, Sub-Plot C-4, Sub-Plot D, Sub-Plot E (plus 90 Ft wide ROB and 13.40 meters wide D.P. Road handed over) bearing CTS Nos 1390, 1390A, 1390/1 to 1390/11 of Village Malad South, CTS Nos 73A/A, 73A/B, 73A/C and73A/D of Village Chincholi and CTS Nos. 928/A/01, 928/A/02, 928/A/03, 928/A/04,

928C/A, 928C/B, 928B of Village Pahadi Goregaon West collectively admeasuring to 33,120.96 sq. mtr or thereabout.

SECOND SCHEDULE HEREIN ABOVE REFERRED TO
PROPERTY NO. 1 (Balwa Co-operative Housing Society Ltd.)

All those pieces or parcel of land from and out of Sub-Plot C-1 of approved Layout admeasuring 1717 sq. meters bearing New CTS No. 928/A/01 of Village Pahadi Goregaon West on which a building known as Balwa Co- operative Housing Society Limited was standing thereon.

THIRD SCHEDULE HEREIN ABOVE REFERRED TO
PROPERTY NO. 2 (Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd.)

All those pieces or parcel of land from and out of Sub-Plot C-1 of approved Layout admeasuring 1338 sq. meters bearing New CTS No. 928/A/01 of Village Pahadi Goregaon West on which a building known as Balwa Nagar Unit No. 2 Co-operative Housing Society Limited was standing thereon.

FOURTH SCHEDULE HEREIN ABOVE REFERRED TO
(SAID PROPERTY)

ALL THAT piece or parcel of land being Sub-Plot C–1 of approved Layout admeasuring about 4850.00 sq. meters bearing New CTS No. 928/A/01 of Village Pahadi Goregaon West and CTS Nos. 1390, 1390A, 1390/1 to 1390/11 of Village Malad (South) on which building known as Madina Manzil is standing and two other buildings known as Balwa Nagar Co-operative Housing Society Ltd, Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd were standing and which are being redeveloped under IOD/Approved Plans bearing No. P- 12566/2022/(928 And Other)/P/S Ward/PAHADI GOREGAON-W/IOD/1/New dated
19th April, 2023 which shall be amended from time to time as and when required, being lying and situated in the Registration and Sub-Registration District of Mumbai City And Mumbai Suburban.

FIFTH SCHEDULE HEREIN ABOVE REFERRED TO
(THE SAID UNIT)

Unit No. [__] admeasuring [___] sq. meters or thereabout (carpet area) on the [___] floorin the [__] of the said Building to be known as "**AVALON/AVALON RESIDENCY**" to be constructed on the said Property and shown hatched with **blue** colour in the floor plan annexed at **Annexure "4"**

SIXTH SCHEDULE HEREIN ABOVE REFERRED TO
COMMON AREA

SEVENTH SCHEDULE HEREIN ABOVE REFERRED TO
FURNITURE/FIXTURES/AMENITIES

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

SIGNED AND DELIVERED)
by the withinnamed "**Developer**")
AVALON RESIDENCY LLP)
Represented by its Designated Partners)
Mr. Hussein Abdul Karim Balwa)
Mr. Arif Fazlani)

In the presence of:)
Signature:
Name:

Signature:
Name

SIGNED AND DELIVERED)
by the within named)
"PURCHASER/S")
[__])
In the presence of:)
Signature:
Name:

Signature:
Name

RECEIPT

RECEIVED a sum of Rs. [__] (Rupees [_____] only) of and from the within named Purchaser/s, being the amount payable under Clause [__] by him/her/them/it to us are paid, details of which are as under:

Sr. No.	Name of the Bank & Branch	UTR Nos. / Cheque No. /DD No./PO No.	Date of UTR / Cheque/DD/PO	Amount

WE SAY RECEIVED:

Promoter/Developer _____ __ Purchaser ___ ____

ANNEXURES

Annexure	Description
1.	The details of the Existing Premises held by the Members and the area of the new premises
2.	The photocopies of the IOD & Commencement Certificate dated 19th April, 2023 & 22nd May, 2023
3.	A photocopy of RERA Certificate
4.	A copy of floor plan
5.	A photocopy of the Title Certificate of the Advocates and Solicitors
6.	A copy of Parking space plan

Promoter/Developer _____ __ Purchaser ___ ____

AVALON RESIDENCY LLP

…. The Promoter/Developer

AND

_____

…. The Purchasers

AGREEMENT FOR SALE

Dated this _ __day of_____ **, 2023**

Prepared by
Negandhi Shah & Himayatullah
Advocates & Solicitors