

Legal valuation

Ground + 17 upper floors
Ward No. 45
Village Kachore
Flat Unit Premises No. : 1703
Floor : 17th Floor
Carpet area of Residential Unit : 35.52 sq.mt.
Terrace area : 4.95 sq.mt.
Market value : ₹ _____
Actual value : ₹ 40,28,500/-

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS _____ DAY OF _____ 202__

BETWEEN

M/s. Parijas Infraventures LLP, a limited partnership firm, having its office at 601, Mahan Palace, Ulhasnagar, District Thane, 421001, through its partner

hereinafter called and referred to as the Promoters (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, all its partners, or partners for the time being of the said firm jointly and severally and the survivor / survivors of them and their respective heirs, successors, executors, administrators and assigns) being the Party of the First Part.

AND

Mr. Ankit Jayesh Hariya, residing at Vitthal Plaza, Phase-2, Kanchan Gaon, Near Laxmi Park, Thakurli East, Kalyan, Thane Maharashtra-421201 and having Aadhar Card No. 2208 3200 0368 & Pan Card No ACUPH2305K, & Mrs. Rupali Hariya, residing at Vitthal Plaza, Phase-2, Kanchan Gaon, Near Laxmi Park, Thakurli East, Kalyan, Thane Maharashtra-421201 and having Aadhar Card No. 7122 9054 7235 & Pan Card No AGVPH0759E hereinafter called and referred to as the Purchaser/s (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, executors, administrators and assigns) being the Party of The Second Part.

WHEREAS Shri Prabhakar Ramchandra Kundle and Others own all that piece and parcel of land admeasuring 3090 sq. metres forming an integral part of Survey No. 26 admeasuring 5720 sq. metres lying, being and situated at Village Kachore, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation having potentiality of Floor Space

Index of 3950 sq. metres or thereabout (which includes the Transferable Development Rights or Floating Floor Space Index of 860 sq. metres) generated from and through the sanction accorded under Accommodation Reservation Policy on the area admeasuring 1341 sq. metres by Kalyan Dombivali Municipal Corporation under building commencement certificate bearing No. KDMP / NRV / BP / KV / 2020-21/08 dated 18.09.2020, hereinafter called and referred to as the Property No. I;

AND WHEREAS by and under an Agreement for Sale dated 17.11.2020, read with Power of Attorney dated 17.11.2020 as well as the Deed of Conveyance dated 17.11.2020 made and executed between Shri Prabhakar Ramchandra Kundle and others therein referred to as the Owners M/s. Mangalmurthi Developers therein referred to as the Assignor and M/s. Parijas Infraventures LLP viz. the Promoters herein, therein referred to as the Purchaser and registered at the office of Sub-Registrar of Assurances at Kalyan - 2 under serial No. 12085/2020, 12086/2020 and 12087/2020 respectively, the said Prabhakar Ramchandra Kundle and Others and M/s. Mangalmurthi Developers sold, conveyed, assigned and transferred the Property No. I in favour of the Promoters herein and the Promoters herein is well and sufficiently entitled and / or seized and possessed of the Property No. I and every part thereof as the sole and absolute owner thereof along with the benefits of the sanctioned plans and permissions granted by the Kalyan Dombivali Municipal Corporation under building commencement certificate bearing No. KDMP / NRV / BP / KV / 2020-21/08 dated 18.09.2020;

AND WHEREAS Diamond Construction, a partnership firm own all that piece and parcel of land lying, being and situate at Village Kachore, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing Survey No. 27 Hissa No. 1/2/1/1 totally admeasuring 1380 sq. metres as per extract of 7/12 (1375.61 sq.metres as per Deed of Conveyance) hereinafter called and referred to as the "Property No., II;

AND WHEREAS by and under the Deed of Conveyance dated 12.11.2020 read with Power of Attorney dated 12.11.2020 made and executed between M/s. Diamond Construction as the Owner and M/s. Parijas Infraventures LLP viz. the Promoters herein, therein referred to as the Purchaser and registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 11661/2020 and 11662/2020 respectively, the said Diamond Construction sold, conveyed and

transferred the Property No. II in favour of the Promoter herein and the Promoters herein are well and sufficiently entitled and / or seized and possessed of the Property No. II and every part thereof as the sole and absolute owner thereof along with the benefits of the sanctioned plans and permissions granted by the Kalyan Dombivali Municipal Corporation under building commencement certificate bearing No. KDMP / NRV / BP / KV / 2020-21/08 dated 18.09.2020;

AND WHEREAS the Promoters have acquired the Property No. I and Property No. II from the above respective owners along with the benefits of the sanctioned plans and permissions granted by Kalyan Dombivali Municipal Corporation and the said permission is granted under the Accommodation Reservation Policy of the Kalyan Dombivali Municipal Corporation and accordingly the Promoter is well and sufficiently entitled to carry out and complete the construction work of the residential cum commercial building comprising of stilt part, ground part, plus First floor to Seventeenth Floor on the land admeasuring 1341 sq. metres being an integral part of the amalgamated land totally admeasuring 4470 sq. metres (i.e. 3090 sq. metres out of Survey No. 26 and 1380 sq. metres out of Survey N. 27/1/2/1/1) which includes the development rights of 860 sq. metres arising out of and generated from and through surrender of land affected by Reservation Site No. 496 (Garden) to the Kalyan Dombivali Municipal Corporation;

AND WHEREAS in accordance with the sanctioned plans and permissions, the Promoter has intended to carry out the scheme of construction of the residential cum commercial building comprising of stilt part, ground part, plus First floor to Seventeenth Floor on the portion of land admeasuring 1341 sq. metres forming an integral part of the amalgamated land under the Accommodation Reservation Policy of the Kalyan Dombivali Municipal Corporation and the land admeasuring 1341 sq. metres comprised in Survey No. 26 is hereinafter called and referred to as the "said property" and more particularly described in the Schedule hereunder written;

AND WHEREAS the Promoters herein declare that all the above said deeds and documents, sanctions and permissions are valid, subsisting and completely in force and the Promoters herein are well and sufficiently entitled to the said property along with the right to use, utilise and consume the sanctioned floor space index along with the transferable development rights, increases and incentives in floor space index thereon if permitted under the Development Control Regulations of the Kalyan Dombivali Municipal Corporation;

AND WHEREAS the Promoters intend to avail the permitted and available floor space index from time to time and increases and incentives therein and to further revise and alter the sanctioned plans and permission by following due process of law;

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect of the Promoter;

AND WHEREAS while granting the permission and sanctioning the plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and only upon due observance and performance of which completion and / or occupation certificate in respect of the new building shall be granted by the concerned local authority;

AND WHEREAS the Promoters expressed their intention to sell the Residential Units in the proposed scheme of construction known as "PARIJAS ZENITH"

AND WHEREAS the Purchasers being came to know about the intention of the Promoter as regards the proposed scheme of construction and after going through the entire disclosures made by the Promoter under the provisions of Real Estate (Regulation & Development) Act, 2016 under certification No. P51700027523 offered to acquire a Residential Unit No. 1703 on 17th Floor admeasuring 382.33 sq.ft. carpet area in Building known as "PARIJAS ZENITH" hereinafter for the sake of brevity called and referred to as the "Said Premises" and shown and marked accordingly on the floor plan annexed in Annexure - D.

AND WHEREAS the Promoters have also shown to the Purchaser/s the entire layout, sanction of plans and have disclosed their intention to avail the additional permitted incentives and increases in floor space index, and / or amalgamate the said property with the adjacent properties and obtain revised building permissions, sanctions and approvals from time to time and to complete the entire construction on the said property and / or the amalgamated property and on completion of the entire scheme of construction to form cooperative housing society / societies, condominium of apartment owners or corporate body and to transfer and convey the land and the structures to such cooperative housing society, condominium of apartment owners or corporate body as the case may

be and the Purchaser after going through the said sanctions plan, layout and verifying and analyzing the proposed change, modification and revisions to be sought by the Promoters have granted his / her / their clear, express and unequivocal consent to the same and have expressly declared that he / she / they shall not raise any objection, claim or dispute in respect of any change, modification, revision and / or consumption of additional floor space index as permitted by the Kalyan Dombivali Municipal Corporation on the said property or any part thereof and / or the amalgamated scheme of construction and shall grant their utmost and sincere cooperation to the same.

AND WHEREAS the Promoters have clearly disclosed to the Purchaser herein that the entire scheme of construction on the said property is under the Accommodation Reservation Policy of the Kalyan Dombivali Municipal Corporation and as sanctioned under the building commencement certificate bearing No. KDMP / NRV / BP / KV / 2020-21/08 dated 18.09.2020 and on terms and conditions therein contained and that the entire floor space index availed for use and utilisation as per the sanctioned plans and permission will be used and utilised on the land admeasuring 1341 sq. metres forming an integral portion of land out of Survey No. 26 only and on completion of the building in all respect and grant of building completion certificate as well as on formation and registration of the cooperative housing society or condominium of apartment owners or any corporate body as the case may be, the land and the building thereon will be conveyed and transferred to such cooperative housing society or condominium of apartment owners or any corporate body and the land under conveyance and transfer will be 1341 sq. metres only and will not be equivalent to the floor space index, incentives, increases, benefits as granted and permitted by the Kalyan Dombivali Municipal Corporation.

AND WHEREAS the Purchaser/s herein has/have understood the entire scheme of construction under the Accommodation Reservation Policy of the Kalyan Dombivali Municipal Corporation, the internal common roads, recreational spaces and other amenities and facilities in the said scheme of construction known as PARIJAS ZENITH the conveyance and transfer of land in favour of cooperative housing society or condominium of apartment owners or any corporate body as disclosed herein by the Promoters and have granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters relying upon the above representations made to the Purchaser/s and the Purchaser accepting the same and / or granting his / her

clear, express and unequivocal consent has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to acquire the said Residential Unit No. 1703 on 17th floor in the scheme of construction known as PARIJAS ZENITH.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts of changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

AND WHEREAS as per the above recited deeds and documents and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential Units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the Residential / Units and units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective Residential Units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Purchaser is offered a Residential Unit bearing number 1703 on the 17th floor, (herein after referred to as the said "premises") in the scheme of construction called PARIJAS ZENITH at and for the consideration of ₹ 40,28,500/- (Rupees Forty Lakh Twenty Eight Thousand Five Hundred Only).

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications,

changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. P51700027523.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said premises is 35.52 square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of ₹ 5,28,500/- (Rupees Five Lakh Twenty Eight Thousand Five Hundred Only) being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being

in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim and the capitalized words defined therein and used in the operative portion of this Agreement shall have the meaning assigned to them in the Recitals. The headings given in the operative section of this Agreement and to the schedules/Annexures are only for convenience and shall not form an operative part of this Agreement or the schedules / Annexures and shall be ignored in construing the same.
- 1.2. The Purchaser/s hereby confirm/s that he / she / it / they has / have fully read and understood the provisions of this Agreement and has / have agreed that the Promoters shall have all the rights in respect of the said Building and the Larger Property including said Property and the Purchaser/s will not object to the same;
- 1.3. In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
 - 1.3.1. 'Agreement' shall mean this Agreement together with the Schedules and annexures hereto.
 - 1.3.2. 'Applicable Law' shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any authority or court having competent jurisdiction issued and/or as amended and/or modified from time to time;
 - 1.3.3. 'Authority' shall mean the Real Estate Regulatory Authority appointed under RERA;

- 1.3.4. 'Common Areas' shall mean (a) common areas specified in Part A of the Second Schedule hereunder written which are to be utilized by all the occupants of the said Building; and (b) the areas available for the exclusive use of the Purchaser/s specified in the Second Schedule;
- 1.3.5. 'Consideration' shall mean the aggregate of the Consideration, the taxes and any or all other amounts, charges of whatsoever nature payable by the Purchaser/s in relation to this Agreement and all other sums whatsoever payable by the Purchaser/s to the Promoters including in relation to the said Premises including the sale of the premises to the Purchaser/s under this Agreement;
- 1.3.6. 'Common Infrastructure' shall mean certain common amenities like gates, access roads, sewage treatment plant (STP), underground water tanks, internal roads, security cabins, gutters, ramp, sub-station etc., provided by the Promoters for the use and convenience of the Purchaser/s of the said Building on the said Property and/or any other buildings that may be constructed in future phases on the said Property;
- 1.3.7. 'Defects' shall mean any structural defects in the said Building or any other defect in workmanship, quality or provision of services by virtue of the same not being of the same quality as detailed in this Agreement and which are brought to the notice of the Promoters by the Purchaser/s as being 'defects' within the meaning of this clause within 5 (five) years from the date of handing over of the possession of the premises to the first purchaser/s in the Project but specifically excludes defects in the premises due to any work/activity carried out by any premises purchaser/s including the Purchaser/s, in the said Building or any use of equipment in the manner not consistent with the user manuals/ guidelines as may be prescribed by the Promoters / Association of Purchaser/s of the said Building;
- 1.3.8. 'Premises' shall mean the premises more particularly described in

Annexure annexed hereto;

- 1.3.9. 'Force Majeure' shall have the meaning assigned to it under RERA and the RERA Rules made thereunder including any statutory interpretation thereof;
- 1.3.10. 'Interest' shall mean the simple interest at State Bank of India highest Marginal Cost of Lending Rate ("MCLR") plus two percent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (i.e. 1st January, 1st April, 1st July and 1st October) and the same shall be the MCLR applicable for the said quarter. Provided that in case the State Bank of India MCLR is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to general public;
- 1.3.11. 'Internal Amenities' shall mean the specifications and amenities more particularly described in Annexure "E" hereto annexed;
- 1.3.12. 'Liquidated Damages' shall mean an amount mentioned in clause 4.5.3.1;
- 1.3.13. 'The said Property' shall mean all those pieces and parcels of land admeasuring 1341 square meters or thereabouts (which forms a part of the Larger Property), on which portions of land, the plinth of the said Building has been constructed and which portion of land is more particularly described in the First Schedule hereunder written and delineated on the plan with hatched line annexed and marked as Annexure "C-1" hereto;
- 1.3.14. 'Occupation Certificate' shall mean the full occupation certificate and/or any part occupation certificate issued by the SRA/KDMC under the Maharashtra Regional Town Planning Act, 1966 and/or any equivalent certificate issued by the concerned authority;
- 1.3.15. 'Outgoings' shall mean the aggregate of the municipal taxes including property taxes, water charges and all other outgoings in relation to the premises and the proportionate outgoings/charges in respect of the said Building and the Common Areas;
- 1.3.16. 'Possession Date' shall mean 31.07.2024, which date has been agreed between the Parties as on the date of this Agreement to

be revised to (i) a date specified by the Promoters being a date not more than 6 (six) months thereafter, if the development has not been completed by the Promoters by 31.12.2024; (ii) a date required to accommodate any force majeure event in terms of Section 6 of RERA; and (iii) a date arrived at after accommodating the period as decided by the Authority in terms of Section 5 of RERA read with Rule 6 of the RERA Rules, during which, the actual work (as is required to complete the development on or before the date of possession) could not be carried out by the Promoters as per the sanctioned plan due to specific stay or injunction order issued by a Court of Law, Tribunal, competent authority, KDMC, statutory authority, high power committee etc. or due to any such mitigating circumstances;

- 1.3.17. 'Project/Real Estate Project' shall mean the development of the said Building and includes Common Areas / Areas for exclusive use and Internal Amenities;
- 1.3.18. 'Consideration' shall mean the net amount payable to the Promoters towards purchase of the premises and the Common Areas as mentioned in the Second Schedule;
- 1.3.19. 'RERA' means Real Estate (Regulation and Development) Act, 2016 as may be amended and/or modified from time to time and all notifications, circulars and orders issued there under or by the authorities constituted there under from time to time;
- 1.3.20. 'RERA Rules' means Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and all notifications, circulars and orders issued thereunder or by the authorities constituted thereunder from time to time;
- 1.3.21. 'The said Building' shall mean "PARIJAS ZENITH", and more particularly described in recital hereinabove;
- 1.3.22. 'Threshold Limit' shall mean the limit in the variation of the Carpet Area up to $\pm 3\%$ (Three Percent).

1.4. INTERPRETATION

- 1.4.1. Words importing the singular include the plural; words importing the masculine shall import the feminine; and vice versa, unless contrary to the terms, conditions and context of usage.
- 1.4.2. The words "include" and "including" are to be construed without limitation, unless contrary to the terms, conditions and context of usage specified therein.
- 1.4.3. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment or modifications (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 1.4.4. In addition to the terms defined in Clause 1.3, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. PURCHASE OF THE PREMISES & CONSIDERATION:

- 2.1 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Residential Unit No. 1703 on 17th floor admeasuring 382.33 sq.ft. carpet area in the scheme of construction known as PARIJAS ZENITH (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of 40,28,500/- (Rupees Forty Lakh Twenty Eight Thousand Five Hundred Only), including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The said consideration is inclusive of goods and services tax.

The total consideration amount for the said Premises is 40,28,500/- (Rupees Forty Lakh Twenty-Eight Thousand Five Hundred Only).

The Purchaser has agreed to pay the above said consideration to the Promoter in the manner as specified in Annexure - G

The Cheque / DD / Pay order to be drawn in favour to M/s Parijas Infraventures LLP

A/C No: 345100100000772

IFSC CODE: SRCB0000345

Bank: Saraswat Co-operative Bank

Branch: Ulhasnagar

- 2.2. The Consideration and corresponding taxes (forming part of the Consideration) have been / shall be paid by the Purchaser/s to the Promoters in installments specified.
- 2.3. The Consideration is inclusive of the proportionate price of the Common Areas specified in the Second Schedule hereto which the Purchaser/s is entitled to use. The proportionate share of the Purchaser/s in the Common Areas has been today estimated based on present building plans. The said computation may change resulting in an increase or decrease in the percentage of undivided interest in the event of there being change in the building plans. It has been specifically agreed between the Parties that the apportionment of the proportionate price of the Common Areas is notional and the same is not subject to change even if the percentage of undivided share of the premises in the Common Areas increases or decreases, the intent of the Parties being that the premises is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said lump sum Consideration/Price. The Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoters to so increase or decrease the said share of the premises and/or of the Purchaser/s in the Common Areas and the Purchaser/s hereby irrevocably agree/s to accept the change in said share as aforesaid.
- 2.4. In addition to the Consideration payable in terms of this Agreement, the Purchaser/s agrees to pay to the Promoters any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/ or on the transaction contemplated herein and/ or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Promoters in relation to the sale

of the premises to the Purchaser/s as and when demanded by the Promoters. All other taxes, as may be applicable, are required to be paid together with each installment of the Consideration. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.

- 2.5. The Purchaser/s also confirm/s, agree/s and declares that the Consideration agreed to be paid by him/her/it/them to the Promoters, is in respect of the premises hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on the said Property, the said Building, the Common Areas or any other portion of the said Property.
- 2.6. The Consideration shall be payable by the Purchaser/s in the Bank Account Number/s ("the said Account") mentioned in the invoice or demand notice raised by the Promoters. The sums deposited by the Purchaser/s in the said Account will be dealt by the Promoters in the accordance with RERA read with the RERA Rules.
- 2.7. The Consideration may stand increased on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/ Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s.
- 2.8. It is hereby expressly agreed that the time for payment of each installment of the Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Promoters shall, in respect of the Consideration including the Consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the said Premises including the premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the premises under this Agreement in favour of the Purchaser/s, that only in the event the entire Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser/s hereof are paid by the Purchaser/s to the Promoters the Purchaser/s have/has or be entitled

to claim any rights under this Agreement and/or in respect of the said Premises.

2.8.1 The Purchaser/s acknowledges that the Carpet Area in respect of the premises may undergo minor variation at the time of completion of construction of the premises. The Promoters agree that the variation in the Carpet Area while handing over the premises to the Purchaser/s shall not be more than +/- 3% (three percent) ("Threshold Limit") of the carpet area of the premises agreed under this Agreement. The Purchaser/s hereby agree/s that any such change / revision in the Carpet Area of the premises up to +/- 3% (plus/minus three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The Parties agree that in case of variation above or below the Threshold Limit, the Consideration shall be appropriately adjusted in the last installment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Purchaser/s only to the extent of and upon receipt of such amounts from those authorities.

2.8.2 The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinabove.

2.9. The Purchaser/s authorizes the Promoters to adjust/ appropriate all payments made by him/her under any head(s) of outstanding dues, if any, in his/her name as the Promoters may in -its sole discretion deem fit and the Purchaser/s undertakes not to object/ demand/ direct the Promoters to adjust his/her/ their payments in any manner. Time shall be essence of the contract in respect of the aforesaid payments to be made by the Purchaser/s to the Promoters.

2.10. The Consideration has been arrived at and has been mutually agreed by all the Parties herein and Purchaser/s shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below -

2.10.1. The Purchaser/s not being allowed any parking facility in any other area of the Project;

2.10.2. The Promoters having reserved certain development potential in respect of the said Property;

2.10.3. The Purchaser/s having to bear the inconvenience, noise, irritation and nuisance which would be caused when the Promoters undertakes additional construction.

- 3. FSI, & DEVELOPMENT POTENTIALITY WITH RESPECT TO THE DEVELOPMENT OF THE SAID PROPERTY: -**
- 3.1.** The Purchaser/s hereby agrees, accepts and confirms that the Promoters propose to develop the said Property by utilization of the full development potential and the Purchaser/s has/have agreed to purchase the premises based on the unfettered and vested rights of the Promoters in this regard;
- 3.2.** The Purchaser/s acknowledge(s) that the Promoters alone are entitled to utilize and deal with all the development potential of the Larger Property including the existing FSI and/or by any future or extra I including by purchase of such FSI from any authority by payment of premium or price, the change of law or policy, purchase of transferable development rights ("TDR"), availability and increase of FSI, floating I, fungible I or due to any reason whatsoever, including but not limited to any other regulations of the DCR and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and any other Applicable Law and/or on account of handing over to the Government or the Municipality any portion of the said Property for road widening or an area set back or due to clubbing of any other scheme including the present scheme on the said Property or the amalgamation and/or sub-division of the said Property and/or any development scheme with any other property and shall be entitled to use any or all of such FSI and/or TDR for development of inter-alia the Project. The Promoters have retained the absolute, exclusive and full right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign at any time in future the balance of the development potential in relation to the Larger Property available under the present scheme for development and/or any or due to clubbing of any other scheme on the said Property or the amalgamation and/or sub-division of the said Property and/or any other development scheme with any other property.
- 3.3.** The Promoters may develop the lands adjacent to the said Property in accordance with Rule 4(A) of RERA and in the course of such development be entitled to club/amalgamate and/or sub-divide the development of inter-alia the said Property (or part thereof) including the said Property with the adjacent lands, whether as a common integrated layout with inter-alia the said property (or part thereof) or otherwise, in a

phase wise manner in accordance with necessary approvals / sanctions from the concerned authorities. The total Floor Space Index of the said Property shall accordingly be increased. For this purpose, the Promoters shall be entitled to/required to undertake the following as it may deem fit:-

3.3.1. Amalgamate schemes of development, land parcels, lands, land composition and land mix whether as part of a single layout and/or sub-divided layout;

3.3.2. Float Floor Space Index from Said Property onto any of the adjacent lands and vice-a-versa and undertake consequent construction, development, sale, marketing and alienation;

3.3.3. Provide common access and entry and exit points to and from the said property and/or any of the adjacent lands, which may be used in common by the occupants of units/premises constructed on the said property and/or any of the adjacent lands.

3.4. The Promoters have further represented and informed the Purchaser/s that the Promoters may through any of its nominee/s or associate or group concern/s acquire additional land including those which are adjacent and/or contiguous to the Larger Property and such acquired additional land, if any, may also be clubbed/merged/amalgamated (at the option and discretion of Promoters) with the Larger Property including under the present scheme for the purpose of developing lands under applicable laws including any regulation of the DCR.

3.5. The Purchaser/s hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the DCR;

4. DELAY IN PAYMENTIS BY THE PURCHASERIS AND CONSEQUENCES THEREOF

4.1. It is an essential and integral term and condition of this Agreement, that only upon the payment of the entire Consideration, having been paid on its due date/s without any default by the Purchaser/s to the Promoters (and not otherwise) and the Purchaser not committing any breach of any of its obligation and/or this Agreement, will the Purchaser/s have or be entitled

to claim any rights under this Agreement and/or in respect of the said Premises including the premises.

- 4.2. The Purchaser/s shall pay to the Promoters the installments of the Consideration and all other amounts in terms of these presents within 15 days of intimation ("Due Date") in writing, by the Promoters that the installment and/or such other amount has become due on their respective due dates, time being the essence of the contract.
- 4.3. The Purchaser/s shall be liable to pay Interest to the Promoters on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid and/or realized together with the Interest or are recovered by the Promoters from the sale of the premises.
- 4.4. Without prejudice to the right of the Promoters to receive Interest from the Purchaser/s, and any other lights and remedies available to the Promoters, upon the Purchaser/s committing default in payment of the Consideration or any part thereof to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters shall be entitled to at its sole discretion to terminate this Agreement, without any reference or recourse to the Purchaser/so Provided That the Promoters shall have given a notice of 15 (fifteen) days in writing to the Purchaser/s ("Default Notice"), by Courier or notified Email or Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and on the expiry of the 15 (fifteen) days of the issuance of the Default Notice and at the sole discretion of the Promoters, this Agreement shall be and/or stand terminated.
- 4.5. Upon such termination by the Promoters the consequences hereunder shall follow:
 - 4.5.1. The Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
 - 4.5.2. The Promoters shall be entitled to sell, transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the said Premises including the premises to such other person or party

as they may deem fit, at such consideration and on such terms and conditions as they may deem fit;

4.5.3. Upon realization of the entire sale consideration from the new Purchaser/s of the premises the Promoters shall refund to the Purchaser/s ONLY the amount of Consideration paid by the Purchaser/s to them excluding the amount of taxes and other charges deducted and/or paid, as the case may be, in pursuance of this Agreement, after deducting there from –

4.5.3.1. an amount of 5% of the agreement value which is to stand forfeited by the Promoters, as and by way of agreed genuine pre-estimate of liquidated damages;

4.5.3.2. taxes and outgoings, if any, payable by the Purchaser/s in respect of the premises and/or under this Agreement up to the date of termination of this Agreement;

4.5.3.3. brokerage, if any paid by the Promoters while booking the premises in the name of the Purchaser/s;

4.5.3.4. the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the premises;

4.5.3.5. in the event of the said resale price being less than the Consideration mentioned herein, the difference between the Consideration and the resale price; and

4.5.3.6. Any other costs directly incurred towards the booking of the said Premises including costs incurred towards any gifts and/or promotional offers given to and/or availed by the Purchaser/s

4.6. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises (including the premises and/or the Car Parking Spaces) and the Promoters shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

4.7. Once the premises is resold and the Promoters realizes the entire resale

consideration from such other Purchaser/s, the Promoters shall refund to the Purchaser/s the amount mentioned in clause 4.5.3 mentioned hereinabove within thirty days from the date of realization of the entire resale consideration by the Promoters. The Promoters shall after deduction of all the aforesaid amounts, refund only the balance amount of the Consideration paid by the Purchaser/s to the Purchaser/s in the manner set out herein.

- 4.8. In case of termination as aforesaid, the Promoters shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in respect of the premises and/or transaction contemplated herein.
- 4.9. The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s
- 4.10. Without prejudice to the above and the Promoters' other rights under this Agreement and/or in law, the Promoters may at its sole option, by a specific writing executed by it to this effect, condone any delay in payment and accept from the Purchaser/s the payment of the defaulted installment/s of the Consideration with or without interest on the defaulted installment/s for the period for which the payment has been delayed.

5. PLANS DESIGNS AND SPECIFICATIONS

- 5.1. The Promoters shall construct the Project in accordance with the plans, designs and specifications as referred to hereinabove, and as approved by the concerned authority and as may be modified from time to time. The Parties agree that the Promoters will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser/s, obtain from the concerned local authority, the Occupation Certificate subject to the concerned authorities imposing standard terms and conditions on the Promoters for obtaining such Occupation Certificate. The Purchaser/s consents to all acts of the Promoters in relation to the aforesaid.
- 5.2. While complying with the obligations aforesaid, the Promoters shall obtain prior consent in writing of the Purchaser/s in respect of any

variations or modifications which may adversely affect the premises to be sold to the Purchaser/s under this Agreement and/or the said Premises, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s, which the Promoters shall be entitled to carry out and the Purchaser/s hereby give/s his/her/its/their irrevocable consent to the Promoters for the same.

- 5.3. The Promoters shall be entitled to make any minor addition or alteration in the said Building, the said Premises including the premises, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural and/or structural reasons. The Promoters shall to the extent practicable make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser/s and the Society of the purchasers will not object to carrying out such additional or alteration in the construction by the Promoters on ground of nuisance or on any other ground.
- 5.4. The premises shall have the specifications and amenities set out in Annexure "E" hereto. The Purchaser/s has/have satisfied himself / herself / itself / themselves about the design of the premises and also about the said specifications and amenities to be provided therein.
- 5.5. The Purchaser/s has/have understood the entire Project and also the amenities and facilities proposed to be provided in relation thereto. The Purchaser/s does/do not believe that any unfair statement has been made to him/her/them/it or any of them and the Purchaser/s understand/s that the brochure, marketing material and show premises are for representation purposes only and confirms that he/she it has based his/her/its decision to purchase the premises and the rights in the said Premises on the basis of the disclosures made in this Agreement only.

6. TITLE

- 6.1. The Purchaser/s has / have prior to the execution of this Agreement satisfied himself / herself / themselves about the title of the Promoters to the said Property and described in the First Schedule hereunder written and the right of the Promoters to develop the Project and to sell the premises in the Project and the Purchaser/s shall not be entitled to

further investigate the title of the Promoters and raise any requisition or objections on any matter relating thereto.

- 6.2. The Purchaser/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof, specifically informed the Purchaser/s that:
- 6.2.1. The Promoters may inter-alia mortgaged the said Property with Bank and Financial Institution for the financial facilities to be granted/ granted to them and may in future require the same to be mortgaged to one or more of the financial institution with a view to raise finance for completion of the Project.
- 6.2.2. The title deeds relating to the said Property have been/may be deposited with the said Bank/Financial Institutions as security for repayment of loans advanced hereafter by the said Banks to the Promoters.
- 6.3. The Purchaser/s agree/s and confirm having given their express consent to the Promoters to raise further loan against the security of or to create collateral security in respect of the unsold premises in the said Building and/or the said Property and all the residuary right, title and interest in the premises to be constructed in the said Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted Commercial Units/ Apartments/ Units being the installments of Consideration together with interest and other charges payable thereon) to any other credit/ Financial institution, bank or other person/ Body, who has advanced or may hereafter advance credit, finance or loans to the Promoters, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties. It is further expressly agreed by and between the Parties hereto that any such loan liability or facility granted to the Promoters, in so far as the same pertains to or affects the premises directly, shall be discharged and cleared by the Promoters at their own costs and expenses subject to the Purchaser/s complying with all its obligations under this Agreement in a timely manner.
- 6.4. The Purchaser/a hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/ they/it shall, if and whenever requested by the Promoters hereafter in this regard, and within 7 (seven) days of receiving the Promoters' written

intimation in this regard, sign, execute and give to the Promoters, and in such form as may be desired by the Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoters offering and giving inter alia the said Property and/or the Project proposed to be constructed on the said Property by the Promoters, as security (save and except the premises) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein including under this Agreement, the Promoters have entered into this Agreement.

- 6.5. The Promoters shall be liable to compensate to the Purchaser/s, in case of any loss caused to him/her, only to the extent that such defects in title are known to the Promoters as on the date hereof.

7. CAR PARKING SPACE

The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society or Common Organization or the Apex Society of the Purchaser/s in the Project. The car parking number in respect of the Car Parking Space shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the premises to the Purchaser/s.

8. DEVELOPMENT POTENTIAL OF THE ENTIRE PROJECT CONSTRUCTED ON THE LARGER PROPERTY

- 8.1. The Purchaser/s hereby agree/s, accept/s and confirm/s that the Promoters propose to develop the Project including the said Property (including by utilization of the full development potential in relation thereto) and the Purchaser/s has/have agreed to purchase the premises based on the unfettered and vested rights of the Promoters in this regard and the Purchaser/s hereby give/s their express and unequivocal consent to the same.
- 8.2. The Promoters may also be entitled to load on the said Property in terms of the DCR, as may be amended from time to time. The Purchaser/s agree/s and admit/s that all additional development potential

that may become available in relation to the said Property whether by virtue of the provisions aforesaid or otherwise, will remain the sole and exclusive property of the Promoters and maybe utilized at any time in the future, at the discretion of the Promoters, by the Promoters or by its nominee/assignee either by way of construction of new building or extension of any of the building/s phase/s.

- 8.3. The Purchaser/s has/have hereby given his/her/their irrevocable consent for the consumption of the whole of the development potential for all additional constructions to be carried out in the said Building and for the revision of the layout and the building plans of the Project for this purpose. The Promoters shall be absolutely entitled to sell/convey/transfer the premises constructed out of such development potential to any intending Purchaser/s of its choice for consideration. If the concerned authorities or the local authority refuse to grant such compensatory I, then the Promoters shall. Be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the Society or Common Organization or the Apex Society.
- 8.4. The Purchaser/s or the common organization of all Purchaser/s will not have any share, light, title, interest or claim in the non-utilised development potential of the said Property and/or in any amalgamated and/or sub-divided layout. The Purchaser/s is/are aware that his/her /its/their right is restricted to the I utilized in construction of the said Building and the entire balance I/I vests with and belongs to the Promoters with regard to the Project. The Promoters shall be entitled to sell, dispose of or alienate I and/or Development Right Certificate ("DRC") in respect of inter-alia the said Property or any part thereof to any person or persons of their choice. The Consideration received by selling, transferring or alienating such I and DRC shall always belong absolutely to the Promoters. The Purchaser/s or the Society or Common Organization or the Apex Society of Purchaser/s of said Building will not have any share, light, title, interest or claim therein and shall not take any objection for the same. Provided further that adequate clauses to reserve or protect this light of the Promoters shall be made in the Conveyance or Lease in respect of the said Property which is to be executed in favour of the common organization that may be formed in respect of the said Building to be constructed on the said Property.

- 8.5. The Purchaser/s in his/her/its/their personal capacity as also in their capacity as members of the Society / Condominium / Company when formed and registered have hereby given their unequivocal and express consent to the utilization by the Promoters and/or their nominee/s and assigns, of such additional I and any benefits arising there from as hereinabove contained;

9. COMMON ACCESS and COMMON DRIVEWAY

- 9.1. For the access to the said Property from the existing DP Road, therein is an internal access road for all driveways to the said Building and the said common driveway may be used as vehicular purpose by all occupants of the said Property.
- 9.2. The Purchaser/s agree/s that he/she/it/they shall from time to time and at all times hereafter, contribute to the maintenance of the main common access and the said common driveway.
- 9.3. The Promoters have informed the Purchaser/s that there are several amenities which are proposed to be provided by the Promoters on the said Property. Some amenities have been divided between the various projects within the common layout. The Purchaser/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement. The Purchaser/s is/are aware that Promoters shall be entitled to and may club/amalgamate and/or sub-divide the development of inter-alia the said Property (or part thereof) with the adjacent lands, whether as a common integrated layout with inter-alia the Larger Property (or part thereof) or otherwise, in a phase-wise manner in accordance with necessary approvals / sanctions from the concerned authorities.
- 9.4. The Promoters have informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and conveniences in the layout plan. The Promoters have further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with other Purchaser/s of premises in the Project and/or on the Project, and the Purchaser/s shall share such expenses and charges in respect

thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of premises on the Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoters and the Purchaser/s agree/s to pay. The same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of premises in the Project shall object to the Promoters laying through or under or over the land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc. on any portion of the said Property for any of the other buildings/ towers which are to be developed and constructed by the Promoters.

10. POSSESSION OF THE PREMISES AND FORCE MAJEURE EVENTS

- 10.1. Subject to timely receipt of all payments of all amounts herein including the entire Consideration from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the premises shall be handed-over by the Promoters to the Purchaser/s on or before the Possession Date.
- 10.2. The Promoters will make best endeavour to complete the construction of the premises on/or prior to 31st July, 2024 and give possession of the said premises to the Purchaser prior to the Possession Date. The Purchaser agrees to accept the possession at an earlier date and to pre-ponement of the payment schedule of the Consideration, upon such earlier handover of possession of the said premises. In the event that the Purchaser/s has/have requested the Promoters to carry on certain additional works in the premises or any part thereof then and in that event the Promoters may not be in a position to handover possession of the Fiat to the Purchaser/s on before the Possession Date and in such an event the Promoters shall handover the possession of the premises to the Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto.
- 10.3. The Parties agree that the Possession Date shall stand revised in the circumstances specified in Clause 10.2 hereinabove.
- 10.4. Notwithstanding anything to contrary contained in this Agreement, the Promoters shall without being liable to the Purchaser/s in any manner including payment of interest, be entitled to reasonable extension of time

for giving possession of the premises, if the completion of said Building in which the premises is situated is delayed on account of factors beyond its control including but not limited to:

- 10.4.1. non-availability of cement, steel, water supply or electric power and other building construction materials and/or strikes, civil commotion, war, national or international happenings, labour problems; or
 - 10.4.2. Force Majeure conditions;
 - 10.4.3. any notice, order, rule or notification of the Government and/or of any other public or competent Authority or any change in any Government policy or of the Court whether affecting the Promoters singly or the industry as a whole or on account of delay in issuance of the NOCs/Licenses/Occupation Certificates / building Completion Certificates, etc., or delay in installation of services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise beyond the control of the Promoters; or
 - 10.4.4. any orders, stays, injunction orders; decrees, interim or ad-interim reliefs from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, MOEF and other state or central authorities;
 - 10.4.5. any circumstance/s beyond the control of the Promoters.
 - 10.4.6. any delay in grant of any permissions/ approvals by any of the authorities, any orders passed by courts affecting the development of the Project.
- 10.5. If the Promoters is unable to or fails to handover possession of the premises to the Purchaser/s on the Possession Date or such date as may be mutually extended or may be extended due to discontinuance of its business as a Promoters or on account of suspension or revocation of the registration under RERA then and in that event the Purchaser/s shall be entitled to either of the following:
- 10.5.1. request the Promoters in writing at the address provided by the Promoters, to pay interest on the amounts paid by the Purchaser/s for every month of delay till the handing over of the

possession of the premises to the Purchaser/s subject to the Purchaser/s having not committed any breach of any of the terms and obligations under this Agreement and executing the necessary extension letters/documents in respect thereof in the format that may be required by the Promoters;

OR

- 10.5.2. terminate this Agreement by giving written notice to the Promoters at the address provided by the Promoters in which case upon receipt of notice by the Promoters, this Agreement shall stand terminated and cancelled.
- 10.6. The Purchaser/s hereby acknowledge/s and agree/s that he shall choose one of the aforesaid remedies and not both and once the Purchaser/s opt/s for any of the above options they shall not be entitled to change the option.
- 10.7. Upon termination under Clause 10.5.2 the Promoters shall refund the Consideration received by them from the Purchaser/s together with Interest payable thereon to be computed from the date the Promoters received each installment of the Consideration till the date that the Consideration together with Interest thereon is repaid. In terms of Section 18 of RERA and upon payment of the same, the Purchaser/s shall not have any claim against the Promoters in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement and / or any other statutory taxes shall be refunded by the Promoters to the Purchaser only after the refund of the same has been received by the Promoters from the governmental authority and within 30 days from the date of such receipt by the Promoters from the government authority.
- 10.8. Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or in respect of the said Premises and the Promoters shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.
- 10.9. The Purchaser/s agree/s that he/she/it/they shall accept the 'aforesaid refund along with Interest' in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

11. PROCEDURE FOR TAKING POSSESSION

- 11.1.** The Purchaser/s shall make payment of the entire Consideration including the balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Promoters intimating in writing to the Purchaser/s that the premises is ready for use and occupation and possession ("IOP" Intimation of Possession") with occupation certificate.
- 11.2.** The Purchaser/s shall take the possession of the premises by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters in relation to the use and occupation of the said Premises including premises, the Internal Amenities.
- 11.3.** Upon the Purchaser/s taking possession of the premises, he/she/they/it shall have no claim against the Promoters in respect of any item of work in the premises, except to the extent provided herein.

12. FAILURE OF PURCHASER/S TO TAKE POSSESSION OF PREMISES:

- 12.1.** The Purchaser/s shall take possession of the premises within 15 days from the date of the issuance of the IOP/Intimation of Possession from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case the Purchaser/s fails to take possession within 15 days of the Intimation of Possession such Purchaser/s shall be liable to pay maintenance charges as applicable in respect of the said Premises.
- 12.2.** Within 15 (fifteen) days from the date of issuance of the IOP, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said premises / Apartment(s), of all the outgoings in respect of the Project including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the KDMC, SRA or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Until the Society is formed and the Society Conveyance / Lease / Sublease / Assignment is duly executed and registered, the Purchaser/s shall pay to the Promoters such

proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Purchaser/s further agree/s that till the Purchaser/s share is so determined by the Promoters at its sole discretion, the (Purchaser/s shall pay to the Promoters charges and outgoings mentioned in Annexure annexed in the agreement. The amounts so paid by the Purchaser/to the Promoters shall not carry any interest nor shall remain with the Promoters until the Society Conveyance / Lease / Sublease / Assignment is duly executed and registered. On execution of the Society Conveyance/Lease / Sublease / Assignment, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoters to the Society/ to the Limited Company as the case maybe.

13. DEFECT LIABILITY

- 13.1.** The Promoters has undertaken due care in the development of the said Premises and has in good faith provided products and services generally of good quality and as per the standards provided by the vendors and suppliers of those products and services.
- 13.2.** It is agreed between the Promoters and the Purchaser/s that the Promoters have not given to the Purchaser/s any warranty or assurance in relation to the workmanship, quality or provision of services in relation to the premises or any part thereof and/or the products therein and the Purchaser/s agree/s not to hold the Promoters responsible in relation to any agreed standard in relation to the same.
- 13.3.** In any event, be as at it may, the Promoters agree to hand over to the Purchaser/s and/or the Society and/or the Apex Body, as the case may be, the warranties, if any, provided by the third party in relation to such services and/or products, that may be valid and subsisting on the date of handover to the Purchaser/s/Society / Apex Body, subject to clause herein below.
- 13.4.** The Purchaser/s agree/s that it shall not during a period of 5 (five) years from the date of being offered possession of the premises carry out alterations of whatsoever nature in the premises or in the fittings therein, in particular, it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring, walls) in the Toilets / Kitchen as this

may result in seepage of the water. If any of such works are carried out, then the Promoters shall not be responsible for any alleged defects in relation to the premises or the said Building or any premises in the said Building.

- 13.5. It is clarified that the liability of the Promoters to remedy defects shall not extend to:
- 13.5.1. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other Purchaser/s in the Project (including the family members, servants, occupants, licensees of such purchaser/s) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the Project;
 - 13.5.2. any such defects if the same have been caused by reason of any additions and alternations in any of the other premises, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/Commercial Unit done by the Purchaser/s and/or any other Purchaser/s in the Project (including the family members, servants, occupants, licensees of such Purchaser/s);
 - 13.5.3. any such other defect caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the premises or the fixtures or fittings provided therein.
- 13.6. Subject to the aforesaid, if within a period of 5 (five) years from the date of offering possession of the premises to the Purchaser/s, any structural defect in the premises or in the material used therein (excluding normal wear and tear) is brought to the notice of the Promoters by Purchaser/s, wherever possible, the Promoters agree that it shall rectify such defect at its own cost and expense. In the event it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, reasonable compensation of rectifying such defects as may be determined by the architect of the Promoters.

14. RIGHTS OF THE PROMOTERS

- 14.1. The Promoters have informed the Purchaser/s and the Purchaser/s

has/have given his/her/its/their express and unequivocal consent to the following as mentioned hereinbelow;

- 14.1.1. The Promoters is also planning to undertake additional development on the other portion of the said Property/ and or the Larger Property and the Promoters shall be entitled to provide/grant easement rights of the internal roads in the said Property. In such case the Purchaser/s or the Society/Company and/or Condominium of the purchaser/s in the said Building shall not be entitled to raise any obstruction or objection for the same.
- 14.1.2. The Promoters, if it so deem fit, shall be entitled to transfer, assign or convey the undeveloped portion of the Larger Property including the said Property, to any nominee or third party on such terms and conditions and consideration as may be agreed between them and the Purchaser/s unanimously accept/s and agree/s to the same.
- 14.1.3. The Promoters (or the nominee/ third party) shall be entitled to construct the undeveloped portion of the Larger Property including said Property and/or further additional buildings by consuming and utilization the development potential available in respect thereof.
- 14.1.4. The Promoters (or the nominee/ third party) shall be entitled to transfer and create third party rights (in any manner as they may deem fit) in respect of the Commercial Units/Apartments/units of the structure proposed to be constructed on the undeveloped portion of the said Property and receive consideration in respect thereof.
- 14.1.5. The Promoters shall be entitled to mortgage the property as well as the unsold premises in the said Building along with all rights incidental thereto including the car parking spaces and proportionate share in the Common Areas in the said Property;
- 14.1.6. The Purchaser/s hereby agree/s to give all facilities and co-operation as the Promoters may require from time to time, both prior to and after taking possession of the premises, so as to enable the Promoters to complete the development of the

Project by utilization of the development potential that may become available in respect of the said Property from time to time in the manner determined by the Promoters;

14.1.7. The Promoters have reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the latest plans and to the approved layout of the said Property including the Project, at any time, in the future as it may be deemed necessary and also to amend/ alter/ modify the numbers, size, layout and specifications of any of the premises in said Building which may include but shall not be limited to demolishing any existing structure/s situate anywhere on the said Property, constructing a new building in place of the demolished structure/s, relocating either partly or fully the RGs area/s to any other part of the said Property etc. and to make such changes in the latest plans being the building plans of the said Building and/or to construct additional buildings/ wings, to the maximum extent permissible under law PROVIDED HOWEVER THAT such change shall not, in any manner whatsoever, affect the area and the location of the premises agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give/s his/her/its/their express and unequivocal consent to the same.

14.1.8. The Promoters will, at all times, be entitled to install its logos and/or name boards and/or put-up advertisements boards, hoarding etc., of themselves and/or their Group Companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as "the Displays") in one or more places on the said Building therein including, on open spaces/s, the terraces of the said Building and the compound walls/ entrance gate/ and/or any parts of the building and/or buildings constructed/to be constructed, if they so desire. The Promoters and/or any of their Group Companies, will not be liable to make any payment of any nature to the Purchaser/s and/or the Society and/or any common organisation of such purchaser/s. The Purchaser/s and the occupants of the various premises in the said Building and the Purchaser/s and/or the Society/ Association of said Building shall not change or remove the Displays so installed

under any circumstances and shall give to the Promoters and their assignees of the said rights, all necessary co-operation for enabling him/her/them/it to install, maintain repair, change and operate the Displays, as the case may be, and exploit the said rights including by use of the common the limited common areas and facilities of the said Building for ingress and egress to and from the area in which such Displays are installed and shall ensure that no damage is done to the Displays and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.

14.1.10. The Promoters shall be entitled to exploit the said right at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the Displays, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the KDMC, the Power/Utility Provider, any other authority, the State Government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the Displays and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the KDMC, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.

14.1.11. The Promoters shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, mortgage and/or create third party rights or otherwise deal with or dispose of their right, title or interest in respect of the remaining portion of the said Property, the Maximum Potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or

any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Purchaser/s shall not interfere with the said rights of the Promoters. All such additional construction shall be the property of the Promoters till transferred by them to the Society or common organization. The Purchaser/s shall not interfere with the rights of the Promoters by raising any disputes in respect of the same. The Promoters shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of the said Property;

14.1.12. The Promoters shall be entitled to modify, shift, develop and deal with the common access including the common main access/ internal roads, gutters, recreational areas and facilities gardens in the manner as they may deem fit;

14.1.13. It is hereby agreed by and between the parties hereto that after formation of the Society or any other Common Organization of the premises Purchaser/s of the said Building:

14.1.13.1. all the unsold premises and incidental car-parking spaces in the said Building shall belong to and vest absolutely in the Promoters;

14.1.13.2. the Promoters shall join as Promoters / Member in respect of such unsold premises;

14.1.13.3. the Promoters shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds / license fee / rentals / gross realizations in respect thereof without requiring the NOC /consent of the Society / Association of the said Building that may be

formed of all the Purchaser/s of the said Building Provided further that upon such premises being sold, the Society/ Association of the said Building shall unconditionally admit the Purchaser/s as members of the same without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society/Association of the said Building or any fund maintained by the Society/ Association of the said Building;

- 14.1.13.4.** In the event the Promoters let/ lease out, grant on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold premises in the said Building, it shall not be liable to pay to the Society/Association of the said Building any amounts/ charges by whatever name called including non-occupancy charges as the premises are the unsold inventory of the Promoters;
- 14.1.13.5.** The Promoters and/or its lessees / licensees / tenants and/or its nominees shall be entitled to use the Internal Amenities and/or other common amenities and facilities along with the other Purchaser/s of the said Building;
- 14.1.13.6.** It is further agreed that the Promoters shall be liable to bear and pay only the municipal taxes at actual in respect of such unsold premises.

14.1.14. The aforesaid Clause is of the essence and shall run with the land and the Society/ Association of the said Building expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Purchaser/s and (b) the inclusion of such clause in the Indenture of Conveyance/ lease signed by the Promoters in favour of the Society/Association.

- 14.1.15. The Promoters shall enter into separate agreements with the Purchaser/s of different premises in the said Building for sale on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the premises from the original Purchaser/s also.
- 14.1.16. the Promoters have reserved to itself (and its nominees and assigns) the unfettered and uninterrupted right of way and means of access, over and along all the Main Common Access, internal access, roads, pathways and the ramps in the Project Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or un-laden, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of the said Property and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building on the Larger Property;
- 14.1.17. The Purchaser/s agree/s that the Promoters shall be entitled to receive back the refund of Intimation of Approval deposits and other deposits paid by them to SRA, KDMC and other authorities. In the event of such deposits being refunded to the Society/ Condominium / Company, the Society/ Condominium / Company shall be bound to pay over the same to the Promoters.

15. FORMATION OF THE SOCIETY:

- 15.1. Upon 51 % of the total number of premises the Project being booked by purchasers, the Promoters shall submit an application to the competent authorities to form a co-operative housing society of the said Building to comprise solely of the Purchaser/s and other purchasers of the premises in the Project, under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Society/ Association of premises Holders") subject to necessary co-operation of the other purchaser/so

- 15.2. The Purchaser/s undertake/s to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Association of Premises Holders and for becoming a member, including the bye-laws of the proposed Association of Premises and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Association of Premises Holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;
- 15.3. The name of the Society shall be solely decided by the Promoters. The Promoters shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by the Society without written consent of the Promoters.
- 15.4. The Society/entity shall admit all Purchaser/s of Commercial Units and premises in the said Building as members, in accordance with its bye-laws.
- 15.5. The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Project, if any.
- 15.6. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Purchaser/s, as the case may be, and the Promoters shall not be liable towards the same.
16. **CONVEYANCE/LEASE/SUB-LEASE/ASSIGNMENT TO THE SOCIETY**
- 16.1. On the receipt of entire consideration from 51 % of total number of allottees or within three months from the date of issue of occupancy certificate, whichever is earlier, the Promoters shall execute and/or cause to be executed, a Deed of Conveyance/Lease/Sub -Lease/

Assignment in respect of the said Property and the said Building (subject to the right of the Promoters to (i) dispose off the remaining unsold apartments in the said Building and (ii) consume and utilize the entire balance development potential in respect of the said Property and (iii) rights reserved by the Promoters herein) in favour of the Association of Purchaser is in the said Building.

- 16.2. The documents of transfer to be executed in respect of said Building as herein stated, shall contain inter alia adequate provisions to ensure that the rights expressly reserved to the Promoters in respect of the said Property, remaining development potential available in respect of the said Property or any portion/s thereof as stated herein, are safeguarded and assured unto the Promoters absolutely and forever and that the (undivided) portion of the said Property, Main Common Access and/or the internal access roads and/or other undivided areas, as are/may be allotted/reserved by the Promoters for the benefit of the Purchaser/s of premises or the holders of the rights and interest in respect of any building on the said Property are assured unto and are forever available to such persons, subject however to the right of the Promoters the holders of other premises in the said Property (Association formed by them) to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services. It is clearly disclosed and brought to the notice and knowledge of the Purchaser by the Promoters that the entire scheme of development is under the provisions of Accommodation Reservation Policy of the Kalyan Dombivali Municipal Corporation and as sanctioned under the Building Commencement Certificate and / or the revised sanctions and approvals to be obtained from time to time and accordingly the construction of the multi-storey building will be carried out and completed and the conveyance of the land admeasuring 1341 sq. metres will be executed in favour of the cooperative housing society or condominium of apartment owners or any corporate body as may be formed and the land conveyed such corporate body will not be equivalent to the floor space index, transferable development rights and other incentives, increases and benefits used, utilised and consumed in the construction of such building on the said property.

- 16.3. The Society of the building/s of the said Property shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the KDMC or other competent authority.
- 16.4. All documents necessary for the formation and registration of the Association of Premises holders of all buildings as stated herein above, shall be prepared by Advocates & Solicitors of the Promoters. At the time of the execution of a Deed of Conveyance / Lease / Sub-Lease / Assignment as stated above, the Purchaser/s shall pay to the Promoters the Purchaser/s' share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Conveyance / Lease / Sub-Lease / Assignment or any other document or instruments of transfer to be executed in favour of the Society or Limited Company or filing of the declaration for formation of the condominium in the same proportion to the built up area of the respective premises which bears to the total built up area of all the premises in the said Building.
- 16.5. The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoters and of the Purchaser/s of the other premises in the said Building.
- 16.6. The Purchaser/s is/are further aware that sub-division of the said Property on which the said Building is constructed is not envisaged. The Purchaser/s hereby expressly agree/s not to require or call upon the Promoters to obtain sub-division in respect of any area from and out of the said Property, including the area pertaining to the foundation of the said Building and/or any land surrounding the said Building and will not require the Promoters to separately convey/transfer any such portion of the said Property to the Association of Premises Holders. The Purchaser/s hereby expressly agree/s to accept transfer of the title by the Promoters in respect of the said Premises in the manner mentioned herein and shall not require them to transfer the title in respect of the said Premises in any other manner.
- 16.7. Nothing contained in this Agreement shall be construed so as to confer

upon the Purchaser/s any right whatsoever, into or over any portion of the said Property or the said Building or any part thereof, including the said Premises, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the said Premises shall take place in favour of the Purchaser/s on the formation of the Society/ formation of Condominium / Company. The Purchaser/s shall not be entitled to transfer or assign the benefit of this Agreement to any third party without written consent of the Promoters, until the entire Consideration and all other dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/so

17. OTHER CHARGES

- 17.1.** In addition to the Consideration payable in respect of the Premises the Purchaser/s shall be liable to pay the Society Formation Charges of ₹ 15,000/- (Rupees Fifteen Thousand Only) to the Promoter as and when demanded by the Promoter.
- 17.2.** The Purchaser/s shall be bound and liable to pay to the Promoters, Other Charges together with the applicable statutory taxes and levies thereon.
- 17.3.** The Promoters shall hold the Corpus Amount which Corpus Amount shall be handed over without interest to the Society/Association of Premises Holders in respect of the said Building simultaneously with execution of the Deed of Conveyance/Lease/Sub-Lease/ Assignment in respect of the said Building. The Society / Association of the said Building shall then invest the Corpus Amount and the income received therefrom shall be utilized to subsidize the Outgoings of the said Building.
- 17.4.** The Purchaser/s shall be liable to bear and pay all other applicable taxes, levies, cess, surcharge, etc. that may be introduced by the Central Government, State Government and local, municipal and judicial and quasi judicial bodies and authorities on the Other Charges.
- 17.5.** The Purchaser/s along with the other Premises Purchaser/s of said Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance of the said Building and the Internal Amenities ("the Outgoings").

- 17.6. Until the Society / Condominium / Company is formed, the Purchaser/s shall pay to the Promoters his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Promoters.
- 17.7. The Purchaser/s further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Promoters, contribution as may be decided by the Promoters from time to time towards the Outgoings without any delay or demur.
- 17.8. The Promoters shall be entitled to utilize the Maintenance Advance towards payment of the Outgoings in respect of the said Premises;
- 17.9. The Purchaser/s undertake/s to pay such contribution and such proportionate share of Outgoings regularly in advance, and within 7 (seven) days of the demand/invoice raised by the Promoters in this regard and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto.
- 17.10. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters until the balance, if any, remaining unutilized is refunded in terms of this Agreement.
- 17.11. Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser/s shall be liable to pay Interest to the Promoters or the Promoters shall have the option for adjusting such arrears against amount from the Maintenance Advance lying with the Promoters as mentioned in Annexure annexed hereto and the Purchaser/s shall reimburse the same to the Promoters alongwith Interest.
- 17.12. On execution of the Deed of Conveyance/ Lease/ Sub-Lease/ Assignment, the Other Charges less any deductions as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Promoters and the amounts already paid to third parties), shall be paid over by the Promoters to the Society/Association of the Premises Holders.
- 17.13. The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for said Building or for any other purpose in

respect of said Building or any other tax of a similar nature is paid to the Kalyan Dombivali Municipal Corporation or to the State/ Central Government or becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters proportionately. The Purchaser/s agree/s to pay to the Promoters such proportionate share of the Purchaser/s' within 7 (seven) days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any fines, levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Consideration does not deem to include the same.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

- 18.1. The Promoters hereby represents and warrants to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Registration Certificate.
- 18.2. Save and except the mortgage, the Promoters have a clear and marketable title to the said Property and have the requisite rights to carry out development upon the said Property.
- 18.3. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 18.4. There are no encumbrances upon the Project except those disclosed in the MahaRERA Website.
- 18.5. There are no litigations pending before any Court of law with respect to the Project except those disclosed in the MahaRERA Website.
- 18.6. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the

Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.

- 18.7. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 18.8. The Promoters have not entered into any agreement for sale and/or any other development agreement or any other agreement / arrangement with any person or party with respect to the said Property and/or the said Premises, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 18.9. The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
- 18.10. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the said Building in the manner mentioned hereinabove is conveyed in favour of the Society/Association of said Building/Apex Body and thereupon shall be proportionately borne by the Society/Association of said Building;
- 18.11. 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 Promoters in respect of the said Property except those disclosed to the Purchaser/so

19. COVENANTS & WARRANTIES OF THE PURCHASER/S

- 19.1. The Purchaser/s himself/herself/itself/ themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoters as follows:

- 19.1.1. The said Building shall be known as "PARIJAS ZFNITH"

- 19.1.2. TO MAINTAIN** the said Premises at Purchaser/s costs in good tenable repair and condition from the date the possession of the said Premises is taken. The said Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the building in which the said Premises is situated, and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to said Building in which the said Premises is situated and the said Premises or any part thereof.
- 19.1.3. NOT TO STORE** in the said Premises or any other part of said Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, lifts, common passages or any other structure of said Building, including entrances of said Building and in case of any damage is caused to said Building or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- 19.1.4. TO MAINTAIN** from the date the said Premises is notified by the Promoters as being ready for use and occupation, at his/her/its/their own cost/s, the said Premises and to carry out all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to said Building in which the said Premises are situated or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the

concerned Promoters local authority and/or other public authority.

- 19.1.5. NOT TO DEMOLISH** or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises / elevation and outside colour scheme of said Building and to keep the partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Promoters. In case on account of any alterations being carried out by the Purchaser/s in the said Premises if any damage to the adjoining Premises or to the Premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation! Penalty ordered to be paid under the Applicable Laws by the Promoters and indemnify and keep the Promoters indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Promoters on account of any complaint or claims being made by the such adjoining Premises owner or the Purchaser/s of the Premises above or below the said Premises.
- 19.1.6. Not to do or permit to be done any act or thing** which may render void or voidable any insurance obtained by the Promoters or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Promoters and Promoters to insure said Building or Premises agreed to be sold to the Purchaser/s/;
- 19.1.7. TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Society, Government, Kalyan Dombivali Municipal Corporation

and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.

- 19.1.8. NOT TO THROW dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of said Building and/or the said Property. To segregate or separate the dry garbage/trash and wet garbage/trash as per the rules and regulations of the KDMC;
- 19.1.9. NOT TO enclose the elevation features or chajjas, if any and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the KDMC as an elevation feature free of I and cannot be converted as a habitable area of the Premises. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- 19.1.10. TO MAINTAIN the external elevation of the building in the same form as constructed by the Promoters and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the decks in the Premises;
- 19.1.11. PAY TO the Promoters within 7 days of demand by the Promoters itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to said Building.
- 19.1.12. TO BEAR and pay from the date of the Promoters offering possession of the said Premises, his/her/its/their proportionate share that may be determined by the Promoters from time to time, of Outgoings. Such payment shall be made by the Purchaser/s, from time to time, and, as and when raised by the Promoters
- 19.1.13. NOT TO USE the said Premises for any purpose other than a private residence and shall use the said car parking spaces for parking his/ their own vehicles only. The Purchaser/s shall not use the said Premises for conducting social club, recruitment agency or any other purposes. The Purchaser/s shall park

her/his/its/ their vehicle only at the designated place and not elsewhere.

19.1.14. NOT TO LET, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause the Promoters shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

19.1.15. TO OBSERVE AND PERFORM all the rules and regulations which the Society/Association of said Building may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Promoters hereunder including in respect of the said Building and maintenance of said Building and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Association of said Building regarding the occupation and use of the said Premises in said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

19.1.16. TO REMOVE any obstruction or nuisance that may be caused by the Purchaser/s in the said Premises / said Building/ Said Property forthwith on being called upon to do so by the Promoters /Society/ Association of said Building and in the event the Purchaser/s falling to remove the said obstruction/nuisance, it may be removed by the Promoters / Society/ Association of said Building at the costs and consequences of the concerned Purchaser/so

19.1.17. TO GIVE ALL FACILITIES, assistance and co-operation as may be required by the Promoters / Society/ Association of said Building from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area / facilities / amenity / service line/ infrastructure of and/or relating to any of the buildings or Commercial Units on the said Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking vehicles, enjoying any particular open/ enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Promoters and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon said Building / said Commercial Unit or any part thereof to view and examine the state and condition thereof.

19.1.18. TO OBSERVE AND PERFORM all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the said payment and/or comply with the

said covenants and stipulations the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of non-compliance by the Purchaser/s with the said notice the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.

- 19.1.19. NOT TO DO or omit, suffer or permit to be done any act, deed, matter or thing in relation to said Building or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Property or pertaining (in common) to Said Building and to any other portion/s of the said Property or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, using parking spaces and other premises and spaces in said Building.
- 19.1.20. NOT TO PUT UP or install any grills in the said premises except what is provided by the Promoter and not to change the design and pattern of the grills and further not to carry out any changes in the civil work and not to carry out the work of grill in the said premises or in any other manner do any other act which would in the opinion of the Promoters or the Association of the Premises holders, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of said Building. Further not to put up clothes for drying in the balconies. To maintain the gardening area on the ground floor. To maintain habitable plantation in the said premises and avoid seepage of water in the said premises and the building.
- 19.1.21. TO MAINTAIN the external elevation of the building in the same form as constructed by the Promoters.
- 19.1.22. The Purchaser/s is/are aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of the consideration (or part thereof) in respect of the said Premises, the Purchaser/s shall be solely responsible and liable

to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Purchaser/s and will be treated as a breach of the terms of the understanding herein contained. In any event, Promoters and/or the financial institution/ bank, being the lender to the Promoters shall always have the first lien on the Premises in respect of any amount payable by the Purchaser/s to the Promoters.

- 19.1.23. The Purchaser/s hereby represent/s and warrant/s to the Promoters that the Purchaser/s declare/s that he/she/it/they is/are of the residential status and citizenship as mentioned in Annexure annexed in the Agreement. The Purchaser/s understand/s and clearly and unequivocally confirm/s that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Purchaser/s sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Promoters with such permissions, approvals, information etc., which would enable the Promoters to fulfill the Promoters' obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser/s shall be the 'Purchaser/s sole responsibility. The Promoters accepts no responsibility with regard to the same and the Purchaser/s shall keep the Promoters fully indemnified against any claims or losses caused to the Promoters for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser/s residential status, subsequent to the signing of these presents, it shall be the Purchaser/s sole responsibility to intimate the Promoters of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser/s that the Purchaser/s shall not hold the Promoters responsible towards any third party making payments / remittance on the

Purchaser/s behalf and such third party shall not have any right in the said Premises whatsoever.

19.1.24. The Purchaser/s shall allow the Promoters and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Premises or any part thereof for the purpose of repairing any part of said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for said Building and also for the purpose of cutting off the supply of water and other services to the Premises of any other premises, in said Building, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.

19.1.25. The Purchaser/s agree/s that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoters may require for safeguarding the interests of the Promoters and the other Purchaser/s of Premises of the said Building.

The Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the Premises to any third party by way of lease or License or otherwise with prior written approval from the Promoters or common organization, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoters may require for safeguarding the interests of the Purchaser/s of the Premises of the said Building.

20. INSURANCE BY THE PROMOTERS

The Promoters are required under the Act to have the Real Estate Project insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with all the requirements of the said Act and the rules made thereunder. The Promoters shall, in accordance with the Act and the Rules, subscribe to

insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoters will not be responsible in any manner if suitable insurance product/ Policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

21. NOT A GRANT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

22. PURCHASER/S ALSO AN INVESTOR

The Purchaser/s is/are also Investor/s (or person) within the meaning of Article-5 (g-a) (ii) of Schedule-I of the Maharashtra Stamp Act 1958 and the subsequent Purchaser/s under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

23. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Plan at Annexure "G", within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Purchaser/s fail/s to execute

and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT

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

25. RIGHT TO AMEND

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

**26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERIS
SUBSEQUENT PURCHASERIS**

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

27. SEVERABILITY

27.1. Both Parties have executed this Agreement after consulting their respective legal advisors and on their interpretation of the provisions of RERA and the Rules made thereunder. The Purchaser specifically agrees that the Promoters have not made any representations to the Purchaser as regards his/her/its/their rights and obligations under this Agreement.

- 27.2.** The provisions of this Agreement are not intended to override matters which require determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination.
- 27.3.** If in spite of the aforesaid care and caution exercised by the Parties, any provision of this agreement is held as being invalid illegal or unenforceable then and in that event the invalidity, illegality or unenforceability of anyone or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/Commercial Units/Apartments/Units/areas/ spaces in the Real Estate Project.

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

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

31. REGISTRATION

The Purchaser/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters, through its authorized representatives, will attend such office and admit execution thereof.

32. NOTICES

- 32.1. All notices to be served on the Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters by Courier or Registered Post A.D or notified Email ID / Under Certificate of Posting at their respective addresses specified herein.
- 32.2. It shall be the duty of the Purchaser/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Purchaser/s, as the case maybe.

33. JOINT PURCHASERIS

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

34. WAIVER

The delay or indulgence on the part of the Promoters in enforcing any of the terms hereof, or any forbearance or giving of time shall not be

construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice any of the Promoters' rights hereunder or otherwise under law.

35. STAMP DUTY AND REGISTRATION CHARGES:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser/s alone.

36. DISPUTE RESOLUTION:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

37. GOVERNING LAW:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

- 38. This Agreement is executed in duplicate. It is agreed that both the copies of Agreement are original, one of which is retained by the Purchaser/s and another by the Promoters. Each page is signed or initialed by both the parties.**

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

All that portion of land admeasuring 1341 sq. metres forming an integral part of land admeasuring 3090 sq. metres comprised in Survey No. 26 totally admeasuring 5720 sq. metres lying, being and situated at Village Kachore, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation having potentiality of Floor Space Index and utilisation of incentives, increases and benefits as per the plan sanctioned by the Kalyan Dombivali Municipal Corporation under building commencement certificate bearing No. KDMP / NRV / BP / KV / 2020-21/08 dated 18.09.2020 under the

Accommodation Reservation Policy which includes the Transferable Development Rights or Floating Floor Space Index of 860 sq. metres arising and generated from and through the surrender of reservation site No. 496 (Garden) and bounded as follows:

- On or towards East : 30 Metres DP Road
- On or towards West : Survey No. 27/1/2/1/1
- On or towards South : 24 Metres DP Road
- On or towards North : Railway Land Boundary

together with all easement rights etc.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

- 1
- 2
- 3

THE THIRD SCHEDULE OF THE PROPERTY:

Residential Unit No. 1703 on 17th floor admeasuring as under: Carpet area of Residential Unit 35.52 sq.mt. and Terrace area 4.95 sq.mt. in the scheme of construction known as "PARIJAS ZENITH" together with the right to use, occupy and possess the area of flower beds, cupboards, dry balconies, niches if any, along with open terrace situated on the property described in the First Schedule.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned

SIGNED & DELIVERED
by the within named
PROMOTERS
M/s. Parijas Infraventures LLP

SIGNED & DELIVERED
by the within named
PURCHASER/S

WITNESS:

1. _____

Name: _____

2. _____

Name: _____

RECEIPT

Received a sum of **₹ 5,28,500/- (Rupees Five Lakh Twenty Eight Thousand Five Hundred Only)** from time to time prior to execution of this agreement in the following manner

DATE	CHEQUE NO. / UTR NO.	AMOUNT	BANK
08-06-2022	407005	50000/-	IDBI BANK
03-06-2022	IBKL220603783484	50000/-	IDBI BANK
18-08-2022	IBKL220818612304	40000/-	IDBI BANK
15-10-2022	512647	388500/-	IDBI BANK

from the purchaser herein as and by way of advance / part consideration subject to realisation.

We say received

For Parijas Infraventures LLP

Authorised Signatory

- ANNEXURE – A -** Copy of Title Report
- ANNEXURE –B -** Copy of Property Card or extract Village Forms VI or VII and XII
- ANNEXURE –C-1** Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE - C-2** Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project
- ANNEXURE –D** Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
- ANNEXURE – E** Specification and amenities for the Premises,
- ANNEXURE –F** Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority. –
- ANNEXURE –G** Payment Schedule