

AGREEMENT

ARTICLES OF AGREEMENT made at Navi Mumbai this ____ day of _____, 2023 BETWEEN,

SHREENATHJI ORGANISERS PVT. LTD., (PAN no. AAKCS7972E) (CIN no. U45201GJ2007PTC049959), a Company incorporated under the Companies Act, 1956, having its registered Office at B/47, Shaktidhara Society, B/H. Dinesh Chambers, India Colony Road, Bapunagar, Ahmedabad-382350 and having Branch Office Address at V Times Square, Level 13th, Plot No. 3, Sector-15, Palm Beach Road, C.B.D., Belapur, Navi Mumbai-400614, represented by its Directors 1) Babubhai V. Patel and 2) Nitin Babubhai Gajipara, hereinafter referred to as the **"PROMOTERS / DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **ONE PART**

AND

SHREEGOPAL BARASIA, an adult, Indian Inhabitant, (PAN No. AABPB7012L) having his address at 428, Kalbadevi Road, 2nd Floor, Abhay House, Mumbai – 400 002, hereinafter referred to as the **"CO-PROMOTERS / OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **SECOND PART**.

AND

1) Mrs. Sneha Aniket Shejwal, an Adult Inhabitant, (PAN No. AMRPR0991A) and (Aadhar No. 6657 3818 4908) and 2) Mr. Aniket Shridhar Shejwal, an Adult Inhabitant, (PAN No. BLZPS3922C) and (Aadhar No.2048 6168 4764) both Residing at Plot No 29, Opp Mukbadhir Vidhalaya at Vidyanagar, Post Varsoli ,District - Raigarh – Maharashtra – 402201, hereinafter collectively referred to as **"THE PURCHASER/S"** [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **THIRD PART**:

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WHEREAS:-

1. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO Ltd") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.
2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.
3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
4. By an Agreement to Lease dated 17th March, 2008 executed between CIDCO Ltd. and 1) Shri. Vishwas Sadashiv Deshmukh, 2) Shri. Chandrashekhar Sadashiv Deshmukh, 3) Smt. Sangeeta Sanjeev Deshmukh 4) Kumar Vaibhav Sanjeev Deshmukh, 5) Kumar Sarvesh Sanjeev Deshmukh, 6) Smt. Nandini Deepak Chaudhary, all adults, Indian Inhabitants, having their common address at Kopar, Post Gavhan, Taluka Panvel, District Raigad (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. granted to the said Original Licensees a lease in respect of the plot being Plot No.1, admeasuring 8748.34 Square meters or thereabouts lying, being and situate at Sector – 10B, Ulwe, Taluka : Panvel, District : Raigad, Navi Mumbai (hereinafter referred to as the said plot) and the same is more particularly described in the First Schedule hereunder written for the lease premium and on the terms and conditions as contained therein. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. PVL3-03229/2008 dated 17-03-2008.
5. By a Tripartite Agreement dated 25th March, 2008 executed between CIDCO Ltd., the said Original Licensees and M/s S.M.V. Construction, a Partnership Firm, having their Office at 4, Narendra Industrial Estate, Opp. Kamgar Stadium, Dadar, Mumbai – 400 028 (hereinafter referred to as the said New Licensees), the CIDCO Ltd. agreed to accept and substitute the said M/s S.M.V. Construction as the New Licensee (hereinafter referred to as the

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said new Licensee) in respect of the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL3- 03430/2008 dated 25-03-2008.

6. The CIDCO Ltd., vide its letter dated 26th March, 2008 bearing reference no. CIDCO/VASHAT/NA/SATYO/ULWE/1406/08, has transferred the said plot in favour of the said New Licensees upon such terms and conditions as contained therein.

7. By another Tripartite Agreement dated 25th March, 2010 executed between CIDCO Ltd., the said New Licensees and the Owner herein, the CIDCO Ltd. agreed to accept and substitute the Owner herein as the Subsequent New Licensees in respect of the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL3-02906/2010 dated 25-03-2010.

8. The CIDCO Ltd., vide its letter dated 25th March, 2010 bearing reference no. CIDCO/VASHAT/SATYO/ULWE/1406/2010, has transferred the said plot in favour of the Owner herein upon such terms and conditions as contained therein.

9. Pursuant thereto, the Owner herein became well and sufficiently entitled to the said plot.

10. Subsequent thereto, by an Agreement for Development dated 13-10-2015 executed between the Owner and the Developers herein, the Owner herein has agreed to grant the development rights in respect of the said plot to the Developers and the Developers herein agreed to develop the said plot by constructing buildings thereon at their own cost and for such consideration and upon such terms and conditions as mentioned therein. The said Agreement of Development is registered with the Sub-Registrar of Assurances under Serial No. 5282/2015 dated 14-10-2015.

11. The Developers and the Owners, through their Architects '**SOYUZ TALIB ARCHITECTS PVT. LTD.**', having its Office at 1406, Kesar Solitaire, Palm Beach Road, Plot no 5, Sector 19, Sanpada, Navi Mumbai, had prepared and submitted building plans to construct a Residential cum Commercial Building/s on the said plot by utilizing and consuming permissible FSI. The CIDCO Ltd. had sanctioned the amended building plans, specifications and designs submitted by the Owners and granted its Development permission and Commencement Certificate vide its letter dated 31-12-2015, having reference no. CIDCO/BP-11822/TPO/(NM&K)/2015/1452 to construct a Residential cum Commercial Building namely Mayuresh Delta

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of Ground and upper floors comprising of 5 Wings, namely Wing A, Wing B, Wing C, Wing D & Wing E whereby each Wing consists of Ground and 7 upper floors. However, subsequent thereto, the Owners have prepared and submitted to the CIDCO Ltd. and other authorities the revised building plans, specifications and designs for the said plot by utilizing full permissible FSI, to construct Residential cum Commercial Building on the said plot and obtained from the CIDCO Ltd. an Amended Commencement Certificate dated 01-06-2017, having reference no. CIDCO/BP-11822/TPO(NM)/2017/2556 to construct a Residential cum Commercial Complex comprising of 5 Wings namely, Wing A, Wing B, Wing C, Wing D, Wing E, each Wing consisting of Ground and 14 upper floors (hereinafter referred to as the said Amended Layout). The copies of the said Commencement Certificate dated 31-12-2015 and Amended Commencement Certificate dated 01-06-2017 are annexed hereto and marked as **Annexure "A (Colly)"**.

12. The Owners have appointed **EPICONS CONSULTANTS PVT. LTD.**, having its Office address at 216/A, Amargyan Complex, LBS Road, Thane (W), as RCC Consultants/Structural Engineer and have entered into standard Agreement for carrying out construction of the said Building and also have entered into standard Agreement with the Architect for preparing plans of the said Complex.

13. The said plot is constructed for the purpose of building a Residential /Commercial Project/ Complex comprising of 5 (Five) Wings namely, Wing A, Wing B, Wing C, Wing D, Wing E, each Wing consisting of Ground and 14 Upper Floors wherein Part Ground, Part First, Part Second Floor is reserved for Covered Parking and Amenities Floor for External amenities and the said Project shall be known as "**MAYURESH DELTA**" (hereinafter referred to as the said Complex/ Project).

14. By Supplementary Agreement for Development dated 28/09/2017 executed between the Owner and the Developers herein, the flats/shops/premises/car parking area that shall be constructed in the said project and that the exact no: of flats/shops/premises/car parking that shall be shared between the Developers and the Owners herein, came to be finally recorded in the said Supplementary Agreement for Development.

15. The Developers have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra on 24/08/2017 under registration no. P52000010297. An authenticated copy in respect thereof is annexed hereto and marked as **Annexure "B"**.

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16. By Agreement dated 05/06/2018 executed between the Owner herein and the Developers herein, the flats/shops/premises coming to the share of the Owner as setout in Annexure A1 of the Supplementary Agreement for Development came to be partially supplanted limited to the extent of 9 flats as mentioned therein.

17. The Owners have informed the Purchaser/s and the Purchaser/s is/are aware that the Developers has developed the said plot by constructing Building to be used for Residential cum Commercial purposes at their own costs, charges, expenses and risk and as per the sanctioned plans and have obtained Full Occupation Certificate in respect of the said plot bearing certificate no: BP-11822/5430 and Unique Code 20130302102291501 dated 22-08-2019 on the basis of "AS-BUILT" plan. A copy of Full Occupation Certificate is annexed hereto and marked as **Annexure C**. The Purchaser is/are informed and is/are aware and hereby accepts that the Owner are free and entitled to amend and/or modify the said plans and add to the said structure as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the said flat/shop agreed to be purchased by the purchaser hereunder.

18. By Agreement dated 04/09/2019 executed between the Owner herein of the First Part and the Developers herein of the Second Part, certain terms and conditions also came to be recorded between the parties.

19. As per the provisions of the said Agreement for Development read with said Supplementary Agreement for Development, the Developers are entitled to the flats /shops/ premises specified therein (hereinafter referred to as the "said Developers entitlement") and likewise the Owner herein is also entitled to the flats/ shops/ premises specified therein hereinafter referred to as the "said Owners entitlement") with each of them respectively having the rights to alienate or encumber such flats/shops/ premises forming part of their respective entitlement. The flats/shops/premises coming to the share of the Owners herein are more particularly described and enumerated in the list annexed hereto and marked as **Annexure "D-1"** hereto. The flats/shops/premises coming to the share of the Developers are more particularly described and enumerated in the list annexed hereto and marked as **Annexure "D-2"** hereto. The flats/shops/premises coming jointly to the share of the Owners and the Developers are more particularly described and enumerated in the list annexed hereto and marked as **Annexure "D-3"** hereto. The Stilt/Podium car parking coming to the share of the Owners herein are more particularly described and enumerated in the list annexed hereto and marked as **Annexure "D-4"** hereto. The Stilt/Podium car parking coming to the share of the Developers are more particularly described and enumerated in the list annexed hereto and marked as **Annexure "D-5"** hereto. The

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flat/shop/premises hereby agreed to be sold is from and out of the entitlement of the Owners and consequently all financial dealings of and pertaining to this Agreement upto the stage of handing over of possession of the flat/shop/premises shall be done by Purchasers herein exclusively with the Owners herein. Consequently, wherever context permits, reference hereunder to the Owners shall mean and refer only to the Owners and to the exclusion of the Developers in respect of Agreements for sale of flats/shops from and out of the entitlement of the Owners herein.

20. As per the terms mentioned in Clause 4 of the Agreement for the Development dated 13/10/2015 and by virtue of Tripartite Agreement dated 17-02-2016 executed between CIDCO Ltd., Owner as the Subsequent New Licensee and the Developers and the Owner herein jointly as the New Subsequent New Licensees, the CIDCO Ltd. has transferred the said plot in favour of the Owner and the Developers jointly wherein the Owner and the Developers herein shall hold the said plot in equal ratio i.e., 50:50 whereby the Owner shall hold 50% of the undivided share in respect of the said plot and the Developers herein shall hold 50% of the undivided share in respect of the said plot upon such terms and conditions as are mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL2- 1766-2016 dated 17-02-2016.

21. The CIDCO Ltd., vide its letter dated 25-02-2016 bearing reference no. CIDCO/VASAHAT/SATYO/ULWE/1406/2016/6238, has transferred the said plot in favour of the Owner herein and the Developers, jointly in equal proportions upon such terms and conditions as contained therein.

22. As mutually agreed between the Owner and the Developers herein, the Developers have executed a Irrevocable Power of Attorney dated 29-04-2016 in favour of the Owners authorizing the Owners to do such acts, deeds, matters and things as more particularly mentioned in the said Power of Attorney including the power and authority to execute and lodge for registration this Agreement for and on the behalf of the Developers. The said Power of Attorney is registered with the Sub-Registrar of Assurances at Panvel 2 under the serial no. 5043/2016 dated 30-04-2016.

23. The Developers and the Owner are desirous of selling the premises in the said building which is christened as Mayuresh Delta. A copy of the layout plan of the said plot is annexed hereto and marked as "**Annexure E**".

24. The Report on Title issued by Ashok Dhanuka, Advocate Bombay High Court, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "F"**. The Purchaser/s has/ have also prior to the execution of this Agreement for himself / herself satisfied

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25. about the right and title of the Developers and Owner to the said plot, the right of the Developers to develop the said plot and to construct the said proposed Complex/Building on the said plot more particularly described in the First Schedule hereunder written. The Purchaser/ has / have, by virtue of his having executed this Agreement, have accepted the title of the Developers and Owner to the said plot as clear & marketable & free from all encumbrances and have accepted the right of Developers for developing the said plot and constructing the said building on the said plot and no further requisition or objection shall be raised upon it in any matter relating thereto.

26. a. The Purchaser has demanded and the Owners have given to the Purchaser/s inspection of the following documents :-

- i. Agreement to Lease dated 17th March, 2008;
- ii. Tripartite Agreement dated 25th March, 2008;
- iii. CIDCO's Transfer letter dated 26th March, 2008;
- iv. Tripartite Agreement dated 25th March, 2010;
- v. CIDCO's Transfer letter dated 25th March, 2010;
- vi. Commencement Certificate dated 31st December 2015 bearing ref no: CIDCO/BP-11822/TPO/(NM&K)/2015/1452
- vii. Agreement for Development dated 13-10-2015;
- viii. Tripartite Agreement dated 17-02-2016;
- ix. CIDCO's Transfer letter dated 25-02-2016;
- x. Power of Attorney dated 29-04-2016 granted by the Developers to Owners;
- xi. Power of Attorney dated 29-04-2016 granted by the Owners to the Developers;
- xii. Amended Commencement Certificate dated 01-06-2017, bearing ref no. CIDCO/BP-11822/TPO(NM)/2017/2556
- xiii. Supplementary Agreement for Development dated 28/09/2017;
- xiv. Letter dated 05/06/2018
- xv. Project registration certificate under registration no: P52000010297
- xvi. Report Title issued by Advocate Ashok Dhanuka
- xvii. Occupation Certificate dated 22-08-2019 along with As-Built plans

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xviii. Agreement dated 04/09/2019

xix. All other relevant documents, letters, papers and writings referred to herein.

b. All plans sanctioned by the CIDCO Ltd., and other authorities, the designs, specifications etc., submitted to CIDCO Ltd., and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under including the Commencement Certificate dated 31-12-2015 and the Amended Commencement Certificate dated 01-06-2017 and Occupation Certificate dated 22-08-2019.

c. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Owners have given to him/her / them and get him/her / them satisfied. The Purchaser/s hereby confirm that they have inspected, read and understood the terms and conditions of all the title deeds and documents including the Agreement for the Development dated 13/10/2015, all plans/permissions and sanctions and the purchaser are aware of various obligations of the Developers as contained in the said Agreement for the Development and they shall not raise any kind of requisitions on the Owners concerning the said obligations.

27. The Purchaser declare that they are aware that the said plot is developed by developers herein alone at their entire risk and costs. The Purchaser, therefore, declare and undertake that he/she/they shall not bring any action/suit/claim against the Owner for either (a) defect in the construction operation, material used in the construction or (b) not providing the amenities as promised in this Agreement or (c) any matters concerning stability of the building. Provided however both the Owner and the Developers shall be individually responsible & liable to comply with their respective liabilities, compliances, obligations under RERA towards their respective purchaser/s.

28. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Developers and Owners to the said plot and after inspection of the building and the units therein, the Purchaser/s has/ have agree/s to purchase **Flat/ Shop No. 303 on the 3rd Floor in the B wing, admeasuring about 454 Square feet equivalent to 42.19 Square meters** or thereabouts (Carpet Area, as defined by S. 2(k) of the RERA) in the Building/ Complex known as "**MAYURESH DELTA**" along with allotment of One covered (stilt) parking no: 58 on the Ground floor, constructed as per amended approved plans on the said plot (hereinafter referred to as "the said premises" and which is more particularly described in the Second schedule hereunder written) for a lumpsum consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five

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Lakh Only) which includes the price of the covered (stilt) parking no: 58 on the Ground floor, reserved herein. The said premises form the part of the said Owner entitlement as specified in the said Agreement for Development dated 13/10/2015 and read with Supplementary Agreement for Development and read with letter dated 05/06/2018 and read with subsequent agreement dated 04/09/2019, hence the Owner have full right and absolute authority to sell the said premises to the purchaser. The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure "G"**.

29. The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities provided in the said premises as per the general specifications and amenities provided in the said premises.

30. a) The Purchaser/s declare that he/she/they are aware that the said plot is being developed by the Developers herein alone at their entire risk and cost and that the Owners is not at all liable or responsible for the development / construction on the said plot.

b) The Purchaser/s hereby acquit, release and discharge the Owners of and from all and singular obligations under this Agreement for which the Developers alone shall be liable / responsible.

30. 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.

31. Both the Owners and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

32. Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ACT AND RULES GOVERNING THE AGREEMENT:

The Recital clauses and covenants contained in the Agreement for the Development dated 13/10/2015 read with Supplementary Agreement for Development dated 28/09/2017 read with letter dated 05/06/2018, read with Agreement dated 04/09/2019 and the Recital clauses set out supra are intended to be treated as the integral part of this Agreement. This Agreement shall always be subject to the provisions contained in the Real Estate

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(Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Developers are the Developers and all references herein shall be read and construed accordingly. The provisions of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS, TITLE AND SITE VISIT:

a. The Purchaser have prior to execution of this Agreement satisfied himself/herself/themselves about the title of the Developers and the Owner to the said plot described in the First Schedule hereunder written and the right of the Developers developing the said plot and hereby accept the same and the Purchaser shall not be entitled to further investigate the same and no requisitions or objections shall be raised on any matter relating thereto and has/have verified the building plans more particularly having reference to the area of the said premises mentioned herein.

b. The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, and other relevant documents required to be given by the Owners / Developers under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot and the Purchasers are fully satisfied in respect of the same and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the CIDCO Ltd. and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of all documents / correspondence with CIDCO Ltd./ other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO Ltd./ other concerned authorities or the Developers / Owners.

3. ADDITIONS AND ALTERATION:

The Developers has constructed building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the CIDCO Ltd. and other concerned authorities with variations and modifications as may be required by CIDCO Ltd or such public body or authority and has obtained Full Occupation Certificate in respect of the said plot vide certificate dated 22-08-2019 bearing no: BP-11822/5430 and Unique Code 20130302102291501. The purchaser are aware and have been informed that the Developers and the Owner intend to and doth hereby specifically agree that the Developers and the Owner shall be entitled to make minor changes additions, variations, alteration, amendments & modifications in the sanctioned plans, as they may consider necessary or as may be required to be done /considered proper by

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NMMC or any other local /public body /authority and the Purchaser(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. The said revised plans and specifications are kept at the office of the Developers / Owners for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4(ai) The Owners hereby agree to sell to the Purchaser/s (subject to the due and timely payment of the consideration as per Annexure H and further subject to the due and proper performance and compliance of all the terms and conditions herein appearing by the Purchaser/s) and the Purchaser/s hereby agrees to purchase from the Owners being Flat/Shop No.303, admeasuring 454 Square feet equivalent to 42.19 sq.mtrs or thereabouts (Carpet area as defined by S. 2(k) of the RERA) (hereinafter referred to as the said premises and is more particularly mentioned in the Second Schedule hereunder written) in B wing located on the 3rd Floor of the project to be known as "**MAYURESH DELTA**" constructed on the said plot. The said premises form the part of the Owners entitlement as specified in the said Agreement for Development dated 13-10-2015 & hence the Owners have full right and absolute authority to sell the said premises to the Purchaser/s.

4(aii) The Purchaser/s hereby agrees to purchase and the Owners agree to allot One covered (stilt) parking no: 58 on the Ground floor being constructed as per the amended approved plans.

4(bi) In consideration of the Owners agreeing to sell the said premises, the Purchaser has/have agreed to pay to the Owners, a lumpsum consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) which includes the price of the One covered (stilt) parking no. 58 on the Ground floor, reserved herein (hereinafter referred to as the said consideration), which shall be paid by the purchaser to the owner in the account of Shreegopal Barasia maintained with Kotak Mahindra Bank Ltd, Vashi APMC branch as per the payment schedule annexed hereto and marked as "**Annexure H**". The time of each payment being essence of the Contract.

4(bii) The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates. In addition to the total consideration mentioned hereinabove, the Purchaser/s shall be liable to pay, Goods and Service Tax or any other taxes/levies, if applicable or payable on this Agreement in accordance with the rules, regulations and notifications applicable at the relevant time. The liability of the Purchaser/s to pay the above GST and any other taxes/levies shall remain in force even after the

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Owner have handed over the possession of the said Premises to the Purchaser/s. And at no point of time, the Owner shall be liable to bear or pay the same in any manner whatsoever. The Purchaser is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Purchaser.

4 (c) The Developers have informed the purchaser and the purchaser are aware that the Carpet area of the said premises hereinabove in clause 4(ai) hereof is mentioned in accordance with the definition of carpet area as defined under Real Estate (Regulation and Development) Act 2016. Further, the Developers have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. The Certificate issued by the Architect certifying the above area is accepted by purchaser as final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding the carpet area of the said premises.

The Owner have further represented that as per the sanctioned building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect dealing the said additional areas is annexed hereto and marked **Annexure "H(i)"**. The Promoters have paid necessary premium/charges to the CIDCO Ltd. for getting the sanction of the said additional areas from the CIDCO Ltd. The aforesaid additional areas are fused to the said premises. However, the Owner have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s.

4 (d) The Owners have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats/ Shops / Commercial Units by the Owners and / or development of the said plot by the Developers and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (e) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Owners that, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Owners within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS

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deducted by him / her / them only if the Owners are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4(f) It is expressly agreed by and between the parties that in case of sale of respective entitlement of Developers and / or Owner to the respective Purchaser/s, all the statutory liability concerning the Income Tax under the Income Tax Act, 1961 shall be borne by the respective parties individually.

5. MODE OF PAYMENT:

The payment of all the above installments /payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS Only and as per the Payment Schedule annexed at **Annexure H**. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **SHREEGOPAL BARASIA** Account no. 2511226269, with Kotak Mahindra Bank Ltd, Vashi, APMC Branch" and shall be sent to Office of Owners at 428 Kalbadevi Road, 2nd Floor, Abhay House, Mumbai - 400002 either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Owners designated account, the Purchaser/s shall intimate to the Owners the UTR Number, Bank details and such other details as shall be required by the Owners to identify and acknowledge the receipt of the payment by the Owners. In case, if the Owners desires to receive further payments of balance installments, favouring certain other Bank Account of the Owners, then and in that event, the Owners shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Owners shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Owners in accordance with the payment schedule annexed hereto as Annexure H (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Owner in accordance with the payment schedule annexed hereto as Annexure H. The Purchaser/s will not

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hold the Owners responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount (including his/her proportionate share of the taxes levied by concerned local authority and any other outgoings) payable by the Purchaser/s under these presents to the Owners shall be the essence of this contract. The Owners and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. If the purchaser fails to pay the entire outstanding amounts to the Owner within the time prescribed in the payment schedule, then the Owner shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Owners shall deduct 20% of the said total consideration of the said premises, the interest accrued as per the Act and the rules made thereunder on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Owners shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Owners. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Owners or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Owners shall be entitled to resell the said premise to such third person / party, as the Owners may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale and the Purchasers herein shall not to object, obstruct or interfere to such sale/disposal of the said premises by the Owners.

6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Owners the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other

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outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Developers herein in consultation with the Owners, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association or Condominium of Apartments or any other legal body (hereinafter referred to as the said Society) for the entire layout and execute Lease Deed in favour of such Co-operative Society or Company or Association or Condominium of Apartments or any other legal body that shall be formed for the said Building, within a stipulated period by Law.

6 (d) The Owners shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Owners shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

7. It is made clear by the Owners and the Purchaser(s) / Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

8. The Developers shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "I"**.

9. RIGHTS OF THE DEVELOPERS WITH OWNERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:

The Purchaser/s admit having taken inspection of all the documents required to be given by Developers/Owner under the provisions of Real Estate (Regulation and Development) Act, 2016 and hereby agree, declare and confirm that the Developers /Owners shall have irrevocable rights for the purpose as set out herein below & the Developers / Owners shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Owners as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Developers / Owners such

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right /authority to the Developers / /Owners for the purpose as set out herein below:-

(a) The Developers have disclosed the Floor Space Index on the basis of 1.5 FSI is $8748.34 \times 1.5 = 13122.51$ Square meters as utilized by them on the said plot in the said Project and the Purchaser(s) / Allottee(s) has/ have agreed to purchase the said premises based on the construction carried out by the Developers and sale of premises carried out by the Owners by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers and Owners only.

(b) Save as mentioned in Clause 9 (a) hereof, the Developers hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Developers elsewhere in any other plot for any purpose whatsoever. The Developers and Owners shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be available in respect of the said plot or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the said plot in accordance with the Act and Rules, as the Developers/Owner shall think fit and proper.

(c) The Owners have informed the Purchaser/s and the Purchaser/s is/are aware that the Developers has developed the said plot by constructing Building/s to be used for permissible users/ purposes and as per the sanctioned plans.

(d) Without modifying the plan of the said Premises, the Developers and the Owners shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.

(f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Developers and Owners rights reserved hereunder and as shall be available to the Developers under the Act and the Rule.

(g) The Developers hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential which the Developers have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Developers and Owners shall be entitled to utilize, construct, develop and sell / dispose of the premises so

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constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society or Company or Association or Condominium of Apartments or any other legal body is formed or Lease Deed / Deed of Assignment for any particular Building is executed by the Developers. For the aforesaid purpose, the Developers and Owners shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Developers and Owners who will be entitled to dispose them off in such a manner and on such terms as the Developers and Owners may deem fit or proper and the Purchaser/s hereby consent to the same. The Developers shall be entitled to sell such tenements apportioned to their share for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. Similarly, the Owners is also entitled to sell such tenements falling to his share for such permissible uses, to such persons and for such consideration as he may deem fit and proper.

(h) The Purchaser/s hereby agrees and undertakes to execute /deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, as permissible under RERA without raising any objection or requisition.

(i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Developers and Owners to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Developers and Owners even after the execution of the Lease Deed / Deed of Assignment in favour of the Society or Company or Association or Condominium of Apartments or any other legal body that shall be formed. All the aforesaid rights of the Developers and Owners to exploit the said potentiality shall remain unchanged, unhindered and the Lease Deed / Deed of Assignment be executed reserving with the Developers and Owners all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed /Deed of Assignment in favour of the Society or Company or Association or Condominium of Apartments or any other legal body that shall be formed.

(j) The Purchaser/s herein doth, in accordance with the Act and the Rules, hereby agree and give their irrevocable consent that the Developers and Owners shall have full right and absolute authority to make additions, alterations, amendments & changes in the building plans and/or to the

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said Building/s constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building /Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed / Deed of Assignment or to make such amendments, alterations in the revised sanctioned plan as may be permitted by the CIDCO Ltd. and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Developers and Owners who shall be fully entitled to sell, deal with and dispose off the same to any person/s.

(k) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the CIDCO Ltd. or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Developers shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

10. The Developers and Owners have informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential purposes in case of residential flats and for the commercial purposes in case of shops/ Offices and he/she/they shall not change the permitted and sanctioned user of the premises.

11. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Developers / Owners as follows:

(a) To pay to the Owners such amounts as shall be required to pay to CIDCO Ltd. / other concerned authority for obtaining its NOC / permission for the sale of the said premises and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by CIDCO Ltd. / other concerned authority in this regard.

(b) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Developers / Owners that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to

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the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or Company or Association or Condominium of Apartments or any other legal body or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society or Company or Association or Condominium of Apartments or any other legal body that shall be formed.

(c) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default.

(d) Before carrying out the interior work in the said premises, the Purchaser/s shall obtain a written consent from the Developers / Owners and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchasers shall deposit in the maintenance account or in the account of legal body, opened by the Developer an interest free refundable security deposit of such amount as the Developers may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Developers / Owners or is in contravention of the rules and regulations of the CIDCO Ltd. or other Concerned authorities, then the Developers / Owners shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the interior works, the security deposit shall be refunded (without interest) to the premises purchaser.

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(e) The Purchaser/s is /are aware that the Developers are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Developers shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if CIDCO Ltd or any other Authority adopts any action either against the Owners or the said Complex/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Owners shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Owners may be entitled under the Act and Rules.

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Owners to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society or Company or Association or Condominium of Apartments or any other legal body nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Developers / Owners or the society or Company or Association or Condominium of Apartments or any other legal body.

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

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(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated.

(j) Pay to the Owner within 7 days of demand by them their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connections to the building in which the said premises is situated.

(k) To bear and pay any increase in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of change of user of the said premises by the purchaser.

(l) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Developers / Owners under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Developers / Owners. The Purchaser shall prior to transferring or assigning their rights in respect of the said premises shall first obtain a written consent from the Owner.

(m) The Purchaser/s and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of (with the prior consent of the Owners) shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developers and Owner and/or the Co-operative Society or Company or Association or Condominium of Apartments or any other legal body as the case may be, required for safeguarding the interests of the Developers and Owner and/or other purchasers in the said building and they shall also observe and comply all the terms and conditions mentioned herein in this Agreement.

(n) That Purchaser/s shall observe and perform all rules and regulations which the society or Company or Association or Condominium of Apartments or any other legal body may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body

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/authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society or Company or Association or Condominium of Apartments or any other legal body regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

(o) Till the Lease Deed / Deed of Assignment of the said plot along with the said building is executed in favour of the Society or Company or Association or Condominium of Apartments or any other legal body / that shall be formed, the Purchaser/s shall permit the Developers / Owners, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

(p) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Developers / Owners or to the concerned local authority or other public authority in that behalf.

(q) In case the Purchaser/s gives the said premises on Leave and License basis or on any other basis and if on that account the local authority or any other authority charges the municipal or other taxes or any other payment or outgoings at an increased rate, the Purchaser/s hereby agrees and undertakes to pay such increased municipal taxes in respect of the premises without raising any dispute or objection in that behalf. In case the Purchaser/s fails to or avoid to pay such increased municipal taxes or any other payment or outgoings, the Purchaser/s shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment.

12. RESERVATION FOR CAR PARKING:

a) Purchaser has vide request letter dated _____, requested for reservation of One car parking (the "car parking") to be used to park its motor vehicle. Accordingly, Owner hereby reserves One covered car parking bearing no: 58 on the Ground floor, for exclusive use of Purchaser, as delineated in the plan annexed hereto and marked as **Annexure "J"**.

b) Purchaser shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the premise Purchaser of said unit.

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

d) The Purchaser shall not park his/its Car/ vehicle in any space except for his/its designated car parking space.

13. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has / have agreed declared & confirmed with the Developers/Owner that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Developers / Owners / that shall be approved by the Developers / Owners. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Developers / Owners in the manner and as per the specifications given by the Developers / Owners. Accordingly, the Developers / Owners have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Developers / Owners inter-alia undertaking to use similar material and similar design to those already provided by the Developers in the said premises.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Developers / Owners in the manner and at the location identified and approved by the Developers / Owners.

c. Not put or place flower pots, Vases or any plantations outside the Windows.

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

e. Before the Purchaser commence the work of interior decoration in their respective premises, they shall give full details of the proposed interior work to be carried out in their premises together with all the drawings and other details. The Purchaser shall also deposit, in the maintenance account or in the account

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of legal body, opened by the Developer, such amount as refundable interest-free deposit as the Developer may demand to ensure that no damage is caused to the other open areas and to the structure of the said building while carrying out such interior work. All damages to the said building shall be recovered from such deposits and if additional amounts are to be recovered to cover the damage caused, the Purchaser hereby agree to pay the said additional amounts promptly upon the demand being made by the Developer.

f. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company / Body of Purchaser(s) which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Developers. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company / Body of Purchaser(s) which may be formed in future or Developers shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

g. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

h. The work shall be permitted only between 10:00 a.m. to 6:00 p.m. strictly.

14. The Developers have proposed to construct society office on the Second floor in the said Building/Project. The Developers have provided the necessary parking space on the stilt and First floor podium and part Second Floor Podium which has been approved by the CIDCO Ltd. and other authorities. In this regard, the Owners have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

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b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed. The Purchaser hereby agrees, declares and confirm that neither the purchaser nor any other person or party claiming through the purchaser shall encroach upon the common areas, open spaces, staircases, lift lobbies in any manner whatsoever.

c. The Purchaser/s hereby further undertake/s that at the point of time when there is Lease Deed/Deed of Assignment being prepared, the Developers shall add the above mentioned conditions in the Lease Deed/Deed of Assignment.

d. This clause shall be binding on the entire Society and its members.

15. HANDING OVER POSSESSION:

15(a) The Owner shall give the possession of the said premises to the purchaser in accordance with the terms and conditions contained herein.

15(b) PROCEDURE FOR TAKING POSSESSION:

Upon obtaining the Part / Full Occupancy Certificate from the competent Authority by the Developer, the Owner shall offer the Purchaser in writing the possession of the said premises. The Purchasers shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Owners within the said period of 15 days and take possession of the said premises from the Owner. Upon receiving the entire balance payments together with interest accrued thereon and upon the Purchasers complying with all the terms and conditions of this Agreement by the Purchasers, the Owner shall give possession of the said premises to the Purchaser(s) / Allottee(s).

15(c) After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s) / Allottee(s), it shall be the responsibility of the Developers to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee(s) or the competent Authority, as the case may be, as per the local laws.

15(d) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Developers / Owners all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the

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Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Developers the maintenance charges and other charges as shall be demanded by the Developers for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

15(e) The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Owners as per the Payment Schedule annexed hereto, , then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Owners on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of outstanding amount as per the payment schedule annexed then, the Owners shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Owners shall deduct 20% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Owners shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

(iii) In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Owners, then the Owners shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Owners shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

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(iv) The Purchaser(s) / Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule annexed hereto as Annexure H" and other dues payable by him/her/them and meeting the other obligations under the Agreement, , subject to the compliance of the terms and conditions and specific obligation by the Developers as mentioned herein.

15 (f) Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupy the said premises and thereafter the Purchaser/s shall has / have no claim against the Developers / Owners as to any defect in any item or work of construction of the said premises not attributable to the Developers for any reason whatsoever.

15(g) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Owner shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections is delayed by the concerned authorities. On the Owner offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Owners, within fifteen days of demand by the Owners, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd. or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

15(h) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is / are confined to the said Premises so purchased by this agreement only & such areas shall belong to Developers / Owners until execution of the said final Lease Deed /Deed of Assignment in respect of the said plot in favour of such Society or Pvt. Ltd. Company or Association or Condominium of Apartments or any other legal body / of tenements to be formed by the Developers thereafter the same shall belong to the said Society or Pvt. Ltd. Company or Association or Condominium of Apartments or any other legal body alone. In case the Developers in consultation with the Owner opt to have a condominium formed

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and submit the project to the provisions of the Maharashtra Apartment Ownership Act, the percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Developers / Owners.

15(i) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Developers / Owners. The Developers / Owners will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Developers / Owners have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Developers.

16. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

16(a) Until the Society or Pvt. Limited Company or Association or Condominium of Apartments or any other legal body is not formed and the said Building is not transferred to the said the Society or Pvt. Limited Company or Association or Condominium of Apartments or any other legal body and until the CIDCO Ltd. / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Owner shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Developers of outgoings in respect of the said plot and the said Building towards and on account of the CIDCO Ltd. / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Plot and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Developers / Owners against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) /

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Allottee(s) shall pay to the Developers provisional monthly contribution of **Rs. 3400/- (Rupees Three Thousand Four Hundred Only)** per month towards the aforesaid outgoings. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Developers as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) / Allottee(s) to the Developers shall not carry any interest and remain with the Developers until the Lease Deed / Deed of Assignment of the said building is executed in favour of the said Society or Pvt. Limited Company or Association or Condominium of Apartments or any other legal body that shall be formed. The Developer shall render the accounts for the above maintenance charges and they shall refund any amount that shall be lying in credit in the said accounts to the legal body that shall be formed. On such Lease Deed / Deed of Assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the said Society or Pvt. Limited Company or Association or Condominium of Apartments or any other legal body / Body of Purchaser(s). The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Owners shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

16 (b) The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the CIDCO Ltd. / any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Developers or the Society or Pvt. Ltd. Company or Association or Condominium of Apartments or any other legal body that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

16 (c) The Purchaser/s shall be liable to pay to the Developers their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Developers in respect of the said premises their proportionate outgoings, maintenance charges as the Developers may demand from time to time without any delay or objection.

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16 (d) The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser(s) / Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Pvt. Ltd. Company or Association or Condominium of Apartments or any other legal body that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The Developers agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project. The amounts so collected by the Developers shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities which are related to the Project).

16 (e) The Purchaser(s) / Allottee(s) authorize the Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developers may in its sole discretion deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the Developers to adjust his/her/their payments in any manner.

17. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

17 (a) The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionally, from the date from which this Agreement for Sale is executed in favour of the Owners and shall be liable to pay service charges and outgoings from the date, the Developers obtain Part Occupancy/ Occupation Certificate from the CIDCO Ltd. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the CIDCO Ltd. or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Developers, the same shall be reimbursed by the Purchaser/s to the Developers in proportion to the area of the said premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s.

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17 (b) (i) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Owner as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd.
- d) Service Tax, Property tax, VAT, Cess, GST or any other taxes or charges levied by the CIDCO/NMMC/state or Central or Government authorities.
- e) Any other charges, Labour welfare cess taxes and expenses levied by the Government authorities.
- f) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.

17 (b) (ii) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Developers as and when demanded:

- a) Proportionate Stamp duty and registration charges for Lease Deed / Deed of Assignment.
- b) Co-operative Society/ Condominium of Apartments /Limited Company formation/ Association or Any other legal body registration charges.

17 (c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer / cable laying and all other required costs, if installed by the Developers through Reliance Energy Ltd. or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL/ BSES, Reliance Energy or any other electricity service provider.

17 (d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Developers. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of

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damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

17 (e) It is understood by the Purchaser/s that whatever payments are made by the Developers to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Developers on demand.

18. FORMATION OF CO-OPERATIVE SOCIETY OR PVT. LTD. COMPANY OR ASSOCIATION OR CONDOMINIUM OF APARTMENTS OR ANY OTHER LEGAL BODY:

18(a)The Developers have informed the Purchaser/s and the Purchaser/s is/are aware that the Developers shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association or Condominium of Apartments or such other legal Body of Purchaser(s) as may be mutually decided by the Developers in consultation with the Owner (hereinafter referred to as the said Society) for the said Building/s . For the purpose of the formation of the said Society, the Developers shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Pvt. Ltd. Company under the Companies Act 2013 or Condominium of Apartments or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Developers in consultation with the Owner. The said Building shall always be known as "**MAYURESH DELTA**" and the said Society or any other body corporate or other organization determined by the Developers in consultation with the Owner on the said plot shall always carry the word MAYURESH DELTA in the configuration of their name and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Developers in forming, registering and incorporating the said Society or any other legal body as mentioned above and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Developers may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

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18 (b) The Purchaser/s, along with other Purchasers of Flats/ Shops / Commercial Units in the Building, shall join in forming and registering the Society or a Limited Company or Association or Condominium of Apartments or any other legal body to be known by such name as the Developers in consultation with Owners may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company or Association or Condominium of Apartments or any other legal body and for becoming a member, including the bye-laws of the proposed Society or rules and regulation of any other legal body and duly fill in, sign and return to the Developers within 15 days of the same being forwarded by the Developers to the Purchaser/s, so as to enable the Developers to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society or any other legal body shall be kept at suitable place as the Developers may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the CIDCO Ltd./ concerned authorities within the stipulated period.

18 (c) The Developers have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Private Limited Company or Company or Association or any other legal Body of Purchaser(s) (hereinafter referred to as the said Society), the Developers in consultation with the Owner shall enroll their Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society together with the list of the Purchaser/s certified by CIDCO Ltd., the Developers shall apply to CIDCO Ltd. for the grant of NOC / permission for enrolling all the Purchaser/s in the records of CIDCO Ltd./ other revenue authorities as the Purchaser/s of the said premises. The necessary transfer charges payable to CIDCO Ltd./ concerned authorities shall be borne and paid by the Purchaser/s alone.

18 (d) The Purchaser/s, at the time of taking possession of the said premises, agree and bind himself / herself /themselves to pay to the Developers such amount in advance as the Developers may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of the body of premises purchasers in addition to the proportionate Property tax, which shall be payable additionally upon receipt of the Assessment Bills from CIDCO Ltd. / PMC/ concerned authorities. The

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Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Developers. The liability of the Purchaser/s to pay the above service tax/ VAT/GST and any other taxes/levies shall remain in force even after the Owner have handed over the possession of the said Premises to the Purchaser/s. And at no point of time, the Developers shall be liable to bear or pay the same in any manner whatsoever. The Developers have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the CIDCO Ltd./NMMC, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Developers or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Developers / Society regularly by the fifth day of each and every month such amount in advance as the Developers may demand being maintenance charges until the Deed of Assignment/ Lease Deed of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society/ Private Limited Company or Association or Condominium of Apartments and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). Upon the execution of Lease Deed / Deed of Assignment in favour of Society or body corporate/ organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Developers to the said Society or body corporate/ organization after deducting there from the amount if any payable by the Purchaser/s to the Developers under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society and after the Developers have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO Ltd. in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO Ltd. or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Developers /Owners in that behalf.

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18 (e) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that notwithstanding anything to the contrary contained herein or in the said documents he/she/they shall be bound and liable to pay to the Developers his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

18 (f) The Developers have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company / such other Body of Purchaser(s) in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Developers and/or any other specialized agency appointed by the Developers. Such specialized Management Agency shall be appointed by the Developers and the Purchaser/s shall not object it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Developers that all open spaces, Common Terrace, Common spaces of the said plot, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Developers along with the Owners till formation of Co-operative society/Condominium/Pvt. Ltd. company/such other body of purchaser. Save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company or any other legal body in respect of the said project and upon the execution of Lease Deed/ Deed of Assignment in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by the said Co-operative Society /Condominium of Apartments / Private Limited Company or any other legal body so formed.

18 (g) The Purchaser/s is / are further aware that ultimately the Developers herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association or any other legal body (hereinafter referred to as the said Society) for the said project and execute Lease Deed / Deed of Assignment in favour of such Co-operative Society or Company or Association or any other legal body that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the Developers shall prepare and engross and approve the Lease Deed/Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this

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Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Lease Deed/Deed of Assignment or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Developers shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

18 (h) The Developers hereby agree that they shall, before the Owner handing over possession of the said premises to the Purchaser/s and in any event before execution of Lease Deed /Deed of Assignment of the said plot in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats/ Shops / Commercial Units in the Building to be constructed on the said plot (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said plot and shall, as far as practicable, ensure that the said plot is free from all encumbrances and that the Developers and Owners have absolute, clear and marketable title to the said plot so as to enable the Developers to assign to the said Society/Limited Company or any other legal body such absolute, clear and marketable title on the execution of a Lease Deed /Deed of Assignment of the said plot by the Developers in favour of the said Society/Limited Company or any other legal body.

18 (i) In respect of any amount, including maintenance, property tax and any other outgoings and charges in respect of the said premises, liable to be paid by the Purchaser to the Owner under or by virtue of this Agreement the Owner shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises falling to the share of the Developers will remain as the property of the Developers and accordingly all unsold premises falling to the share of the Owner will remain as the property of the Owner. The Developers/Owners shall be inducted as a member of legal body formed for unsold flats upon conveyance of the said plot to legal body. Both the Developers/Owners shall be entitled to sell the unsold units in the said project without any separate permission or consent of legal body and the members of legal body. The legal body shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Developers and the Owner to prospective Purchaser.

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19. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

19 (a) The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the CIDCO Ltd. or any other Government Authority and /or public body or any other local authority, or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s) / Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s) / Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developers and thereafter the Association of Purchaser(s) / Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) / Allottee(s) shall manage and upkeep the same. The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Developers / Owners and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the CIDCO Ltd. / Concerned Authority or the Developers or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Developers on

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their own cost and the Developers / Owners will not be held responsible and liable for the same in any manner whatsoever.

19 (b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developers as per the agreement for sale relating to such development is brought to the notice of the Developers within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of issuing intimation to take possession of the flat/ or from the date of handing over possession or from the date of receipt of Occupancy Certificate from CIDCO Ltd, whichever is earlier, it shall be the duty of the Developers to rectify such defects without further charge, within 30 (thirty) days. The Developers have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society or any other legal body, the Developers shall assign the benefits of the said warranty in favour of the Co-operative Society or any other legal body to enable the Co-operative Society or any other legal body to get the necessary repairs carried out directly from the concerned Agency/s.

19(c) The Developers / Owner / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Developers / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

19(d) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

19(e) The Basement(s), Podium(s) and service areas, if any, as located within the said Project "**MAYURESH DELTA**", shall be earmarked for purposes including but not limited to refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) / Allottee(s)

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shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.

19(f) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

19(g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Owners selling to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

19 (h) It is also agreed and understood that the Developers and the Owners shall be liable to pay maintenance or common expense and pay proportionate charges towards Property Tax for their respective premises / Apartment coming to their respective share which is / are lying vacant & unsold Apartment in the said Building.

19(i) The Developers shall not be bound to carry out any extra work in the said premises agreed to be sold by the Owners to the Purchaser/s under this Agreement.

20. 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 of the said Plot and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Developers / Owners until the whole plot together with the structures standing thereon is/are transferred to the said Society or any other legal body, but subject to the rights of the Developers / the Owners contained herein.

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21. RESTRICTIONS ON TRANSFER:

21 (a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Developers / Owners under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Developers / the Owners consent in writing to the same.

21 (b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society or any other legal body shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Developers / the Owner, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

22. FOREIGN PURCHASER/S:

22 (a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owners with such permission, approvals which would enable the Owners to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

22 (b) The Purchaser(s) / Allottee(s) shall keep the Developers / the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Developer / the Owner immediately and comply with necessary formalities if any under the applicable laws. The Developers / the Owner shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the

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said premises applied for herein in any way and the Developers / Owner shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

23. REPRESENTATIONS OF THE DEVELOPERS/OWNER:

The Developers and the Owner hereby jointly and severally represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

(i) The Developers, subject to Recital clause 20, and the Owner have absolute, clear and marketable title in respect of the said plot and the Developers have the requisite rights to carry out development upon the said plot and the Developers and the Owner have the absolute, actual, physical and legal possession of the said plot for the Project.

(ii) The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said plot or the Project.

(iv) There are no litigations pending before any Court of law with respect to the said plot, Project or the said premises.

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

(vi) The Developers and the Owner have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vii) The Developers and the Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.

(viii) The Developers and the Owner confirms that they are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.

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(ix) The said plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said plot.

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

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received by or served upon the Developers and the Owner in respect of the said plot and/or the Project.

24. The Developers and the Owner have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him as nominal member of the said Society etc. The Purchaser/Society will honor the agreement/understanding between the Developers and the Owner and holder of Display space. The Developers and the Owner can display their Company name/Logo and put neon sign/hoarding/Display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Developers and the Owner shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB. The Developers / the Owner their sister concern will not contribute any other outgoings to the Society.

25. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

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26. NOTICES AND CORRESPONDENCE:

26(a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: Mrs. Sneha Aniket Shejwal,
Mr. Aniket Shridhar Shejwal,
Plot No 29, Opp Mukbadhir Vidhalaya at Vidyanagar,
Post Varsoli, District Raigarh – Maharashtra - 402201
Email : aniketshejwal@sbi.com.in
Mob: 7875587877

26 (b) In case if the Purchaser/s changes his/ her/ their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the Owners to rectify their records by recording the new addresses. In case, if the Purchaser/s fail/s to provide the Owners his/ her/ their new address, then the Owners shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

27. The Purchaser/s and the Developers and the Owner shall, immediately after the execution of this Agreement as well as Lease Deed / Deed of Assignment / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Owners of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Lease Deed / Deed of Assignment/ vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Owners will attend such office and admit execution thereof.

28. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the

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requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

29. ENTIRE AGREEMENT:

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

30. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) / Allottee(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.

32. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Developers and the Owner may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Developers and Owner in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and /or binding on the Developers and Owner to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Developers and Owner in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Developers and Owner of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Developers and Owner.

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(c) Any terms and conditions contained in these presents contradict to the terms and conditions mentioned in the Agreement for Development dated 13/10/2015 and Supplementary Agreement for Development dated 28/09/2017 and Agreement dated 04/09/2019 shall not be enforceable against the Owner in any manner whatsoever.

33. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

35. BINDING EFFECT:

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

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36. 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.

37. JOINT ALLOTTEES:

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

38. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owners himself / themselves or through his/ their/its authorized signatory at the Owners Office or at some other place, which may be mutually agreed between the Owners and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Owners the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

39. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

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IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said plot)

All that piece and parcel of land bearing Plot No.1, admeasuring 8748.34 Square meters or thereabout lying, being and situate at Sector – 10B, in Village/ Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, admeasuring 8748.34 Square meters or thereabouts and bounded as follows:-

On or towards the North	:	30 mtrs wide road
On or towards the South	:	Plot No. 2, 3, 4, 5
On or towards the East	:	30 mtrs. wide Road
On or towards the West	:	Plot No. 10

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

Flat/ Shop No. 303 on B Wing on the 3rd Floor, admeasuring about 454 Square feet. of Carpet Area equivalent to 42.19 Square meters or thereabouts in the Complex/ Project known as "**MAYURESH DELTA**" situated at all those piece and parcel of land bearing on Plot No. 1, Sector- 10 B, situate in Village/ Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, admeasuring 8748.34 Square meters or thereabouts, which is more particularly described in the First Schedule herein above.

WITHOUT PREJUDICE

SIGNED, SEALED AND DELIVERED BY)
BY THE WITHINAMED PROMOTERS/DEVELOPERS)
SHREENATHJI ORGANISERS PVT.LTD)
Through their Attorney Holder)
MR. Shreegopal Barasia)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHINAMED "CO-PROMOTER / OWNER")
SHREEGOPAL BARASIA)

IN THE PRESENCE OF.....)

SIGNED, SEALED AND DELIVERED)
BY THE WITHINAMED "PURCHASER/S")

Mrs. Sneha Aniket Shejwal)

Mr. Aniket Shridhar Shejwal)

IN THE PRESENCE OF.....)

WITHOUT PREJUDICE

RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S MRS. SNEHA ANIKET SHEJWAL JOINTLY WITH MR. ANIKET SHRIDHAR SHEJWAL, A SUM OF RS. 10,00,000/- (RUPEES TEN LAKH ONLY), BEING THE EARNEST AMOUNT TOWARDS THE WITHIN MENTIONED AGREED TOTAL MONETARY CONSIDERATION TO HAVE BEEN PAID BY THEM TO US AS PER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE DETAILS ARE AS FOLLOWS:

Sr. No.	Chq No./ RTGS UTR No	Chq Date/ UTR Date	Bank	Amount
1				10,00,000
			TOTAL	10,00,000

CHEQUE SUBJECT TO REALISATION

I SAY RECEIVED.

MR. SHREEGOPAL BARASIA

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LIST OF ANNEXURES:

Annexure A - Commencement Certificate and Amended Commencement Certificate.

Annexure B – RERA Registration certificate

Annexure C – Occupation Certificate

Annexure D1 --- List of premises belonging to Owners

Annexure D2 --- List of premises belonging to Developers

Annexure D3 --- List of premises belonging to Owners and Developers

Annexure D4 – List of Parking space belonging to Owners

Annexure D5 – List of Parking space belonging to Developers

Annexure E --- Layout Plan of the said plot.

Annexure F--- Report on Title.

Annexure G --- Typical floor plan of the Flat / Shop.

Annexure H --- The Payment Schedule.

Annexure H(i) – Architect Certificate

Annexure I--- List of Amenities.

Annexure J --- Parking plan

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PAYMENT SCHEDULE: (Annexure "H")

The said consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) shall be paid by the Purchaser/s to the Owners as per the following scheduled manner:-

SR. NO.	SCHEDULE OF PAYMENT	AMOUNT
1	On booking	10,00,000
2	On or before 05/05/2023	1,15,00,000
	Total	1,25,00,000

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LIST OF AMENITIES: (Annexure "I")

❖ INTERNAL SPECIFICATION

FLOORING

- Vitrified marbonite flooring in all rooms.
- Anti-skid tiles in all terrace flooring.

KITCHEN

- Decorative granite platform with parallel service platform.
- Branded stainless steel sink.
- Ceramic designer tiles above kitchen platform upto full height.
- Provision for exhaust fan and water purifier.

TOILETS

- Designer bathroom with branded sanitary ware.
- Concealed plumbing with premium CP fittings.
- Geyser connections in all bathrooms.
- Waterproofed bathroom doors.
- Louvered glass windows in anodized aluminium frame.
- Designer anti-skid tiles in flooring.
- Designer glazed wall tile upto full height.

WALLS & PAINT

- Gypsum/POP finished internal walls with premium plastic paints.

DOORS & WINDOWS

- Attractive main door with decorative laminate finish and internal flush door and elegant big handles and locks.
- Anodized aluminium sliding windows with tinted glass.
- Marble and granite window sill.
- Heavy roller and locking arrangement in all rooms & kitchen.

ELECTRIFICATION

- Branded concealed copper wiring with Isolator/MCB.
- 3 phase electric mater for 3 BHK & 1 phase for 2 BHK.
- TV, Telephone and internet points in all rooms.
- A.C points in all bedrooms.
- Modular Switches.

SECURITY

- Video door security with intercom facility in each flat with cameras at every gate.

❖ EXTERNAL AMENITIES & GENERAL FEATURES

- Decorative Italian marble entrance lobby with air conditioned lounge.
- Decorative checkered stone tile in surrounding compound area.
- Branded high speed elevator in each wing.
- Premium quality pure acrylic external paint of building.
- Ample sheltered & open parking space.
- Society Office

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- Power Backup facility for lifts, water pump & lighting for common areas.
- Indoor games| Basket Ball court
- Swimming Pool| Kids Pool| Changing Rooms
- Gymnasium| Steam| Sauna
- Wooden deck | Seating Area | Garden
- Temple

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Dated This ____ Day of _____ 2023__

M/S SHREENATHJI ORGANISERS PVT.LTD

...Promoters /Developers

AND

SHREGOPAL BARASIA

...Co-Promoter / Owner

AND

Mrs. Sneha Aniket Shejwal

Mr. Aniket Shridhar Shejwal

...Purchaser

Agreement for Sale for Flat/ Shop No. 303 on the
3rd Floor, Wing B, in the Building Known as
"MAYURESH DELTA" on Plot No. 1, Sector 10
B, in Village/Site Ulwe, Navi Mumbai.
