**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and executed at \_\_\_\_\_\_\_\_\_\_\_ this\_\_\_ day of , 20\_\_\_

 **BETWEEN**

**M/S. SOUNDLINES ECOHOMES,** a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its office at 4/58, Kamal Mansion, Haji Niyaz Ahmed Azmi Marg, Colaba, Mumbai: 400 005, hereinafter referred to as the **“PROMOTER/ DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of the said firm for the time being, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and its assigns ) **OF THE ONE PART**

**AND**

**Mr.** Pritesh Haresh Sampat having address B/702 Preetam Park, Thakur Complex, Opp Cambridge School, Kandivali East, Mumbai, Mumbai, Maharashtra-400101 hereinafter referred to as the ‘**Purchaser**’ (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their heirs, executors administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **OTHER PART;**

The **Promoter/Developer** and the **Purchaser/s** are hereinafter collectively referred to as **“Parties”** and individually as **“Party”**.

**W H E R E A S**:-

1. By virtue of order bearing no. tenancy/S.R./170/1988 dated 23.12.1988, passed by Assistant Collector, Panvel, under the Bombay Tenancy and Agricultural Lands Act, 1948, One Mr. Narayan Savlaram Patil, had acquired all right, title, interest, benefits and shares and has obtained all sanctions/ approvals and permissions to sell all that piece and parcel of land bearing Gut no. 32, Hissa No. 1 /1 to 22, admeasuring about 1 - 59 - 3, equivalent to 15930 sq. mtrs. of Village: Aashte, Taluka: Panvel, District: Raigad (hereinafter referred to as the ‘said property’).
2. Subsequently, by a Sale Deed dated 1st January, 1989, duly registered under serial no. 74 of 1989 before the office of the Sub-Registrar of Panvel, the said Mr. Narayan Savlaram Patil, sold, conveyed and transferred all his right, title, interest, benefits and shares of the said property alongwith the right to develop the said property in favour of the the said Owner for the consideration mentioned in the said Sale Deed.
3. The Owner vide several applications and after plotting the entire piece of the land into several parts and/or Hissa, requested to the Office of the Collector, Alibaug, Raigad to declare the said land as non-agriculture land and to convert the same into residential purpose. By an order dated 26.07.1994, passed by the Collector, Alibaug, Raigad (hereinafter referred to as the **‘said Authority’**), the said Authority granted Non-Agriculture permission in favour of the Owner and certificate has been issued in his favour, wherein Collector of Raigad has permitted the Owner to develop the said property upon terms and conditions mentioned in the said Non-Agriculture Certificate. (Hereinafter referred to as the ‘said certificate’).
4. By a Development Agreement dated 31st December, 2012 executed by and between the Owner, therein and the Promoter/Developer herein the Owner did thereby grant development rights to the Promoter/Developer herein with absolute right to sell Flats in the building to be constructed on the said property more particularly described in the schedule thereunder written and for the consideration and upon the terms and conditions as more particularly setout therein, which is also more particularly described in the **FIRST SCHEDULE** hereunder written. The said Development Agreement is duly registered under Serial No. 12332 of 2012 on 31.12.2012.
5. Upon the registration of the said Development Agreement, both the parties of the said Development Agreement with their mutual understanding applied before Competent Authority for amalgamation of entire plot of land i.e. consisting Gut No. 32, Hissa No. 1/1 to 22, into one Hissa Number.
6. Vide revised NA order bearing Ref. No. L.N.A. 1(B)/S.R.135/2012 dated 31.01.2013, the Collector Raigad, the said Competent Authority, has approved amalgamation of entire plot of land i.e. land bearing Gut No. 32, Hissa No. 1/1 to 22 into one Hissa No. and it has mentioned that Gut No. 32, Hissa No. 1 (hereinafter referred to as the ‘said Revised NA Order’ and marked and annexed hereto as **‘Annexure A’**)
7. Thus, vide the said order / sanctions / approval of Collector Raigad the said property came to be known or identified as all that piece and parcel of land bearing Gut no. 32, Hissa No. 1, admeasuring about 1 - 59 - 3, equivalent to 15930 sq. mtrs. of Village: Aashte, Taluka: Panvel, District: Raigad (more particularly described in the First Schedule hereunder written) and the Promoter/Developer herein became entitled to develop the said property being ALL THAT piece and parcel of land bearing Gut no. 32, Hissa No. 1, admeasuring about 1 - 59 - 3, equivalent to 15930 sq. mtrs. of Village: Aashte, Taluka: Panvel, District: Raigad and more particularly described in the First Schedule hereunder written, as per the terms of the said Development Agreement and sell in the open market without any restrictions the flats to be constructed on the said property.
8. The Title of the Promoter/Developers herein to develop the said Property is certified by **M/s. Diamondwala & Co, Advocates** as per their Certificate of Title dated 18.06.2013 along with the copy of copy of the latest Title Certificate Dated 26thJuly 2017, a copy whereof is annexed here to and marked **Annexure B, B1)**.
9. The Town Planning, Raigad Alibaug, vide Order bearing No **tk-dz-llauj&jkv@fc”ksi@ckai@ekS-&vk’Vs@rk-&iuosy@l-ua-32@6159 vfyckx** dated 24.12.2012 granted Buildings Construction Permission & Commencement Certificate to construct Buildings/Bungalows for residential purposes subject to the terms and conditions contained therein. The copy of the said Buildings Permission/ Commencement Certificate along is annexed hereto and marked as **Annexure “C”**;
10. The Promoter/Developers have obtained the Buildings Plans /layout sanctioned from Town Planning, Raigad, Alibaug and have also obtained all the other approvals/permission as may be required from the Concerned Authorities;
11. As per the plans/layout sanctioned by Town Planning, Raigad, Alibaug the Promoter/Developers propose to develop a project to be named as **“SOUND DELIGHT”** on the said plots (hereinafter referred to as **“The said Project”**) which shall comprise of 10 (Ten) buildings and 4 Bungalows.
12. The Promoter/Developers have commenced construction of multistoried residential Building known as **“Sound Delight”** Building comprising of Stilt and 3 (Three) upper floors as shown by Red colour hatched lines on the plan annexed hereto as **Annexure “D”** on the said Plots (hereinafter referred to as **“The said Building”**) and shall sell the Flats therein on ownership basis or on such other basis as they may in their absolute discretion deem fit and proper;
13. The Promoter/Developer has appointed renowned Architect and Structural Engineer for the preparation of the structural designs and drawings of the building, other amenities, who will supervise and advise till the completion of construction and the Promoter/Developer accepts professional supervision of the architect and the structural engineer till the completion of the said building.
14. The Promoter/Developer on demand from the Purchaser, has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter/Developer's Architects **APICES STUDIO PVT.LTD** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
15. The Purchaser/s has/have seen the said Property prior to the execution of this Agreement. The Purchaser/s has/have demanded from the Promoter/Developers and the Promoter/Developers have given full and free inspection to the Purchaser of all the documents of title relating to the said property including originals of Title Certificate issued by M/s. Diamondwala & Co, Advocates, 6/12, 7/12 Extract, Relevant Orders/permissions, building permissions, Approved/ sanctioned layout plans and Town Planning, Plans, designs and specifications prepared by the ‘Promoter/Developers’ Architects and such other documents which are specified under The Real Estate (Regulation and Development) Act, 2016 and the rules made there under (“Act”). The Purchaser has investigated and conducted its due diligence and is fully satisfied with the title of the Promoter/Developer in respect of the Property/Project and further in respect of the Premises (defined herein below) and the right of the Promoter/Developer to construct and allot and sell various premises comprised on the Property. The Purchaser confirms that from the date hereof, he/she/they will not raise any objection or requisition in respect to the title of the Promoter/Developer to the Property/Project and its right to construct the property in the manner deemed fit by the Promoter/Developer.
16. The Promoter/Developer alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer, etc. the flats and premises in the building to be constructed by the Promoter/Developer and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter/Developer shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said building and for such other purposes as may be agreed upon between the Promoter/Developer and the said agency.
17. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoter/Developer.
18. The Purchaser/s have / has applied to the Developers for purchase of of Flat bearing Flat No. 205, 2nd Floor, C-Wing, in “**SOUND DELIGHT**” admeasuring Total 799.1 sq ft, i.e.,Carpet Area of the flat **71.19** Sq mtrs equivalent to **766.28** sq ft. Area of enclosed Bulcony area **3.05** sq mtrs equivalent to **32.82** **sq. ft** for which no additional consideration is payable in the said Project (hereinafter referred to as **“The said Flat”**) and more particularly described in the **SECOND SCHEDULE** hereunder written for the consideration and on the terms and conditions hereinafter appearing.
19. 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 Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
20. Prior to the execution of these presents, the Purchaser/s has paid to the Promoter/Developer a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_Only), as part amount towards sale consideration of the Flat agreed to be sold by the Promoter/Developer to the Purchaser/s as advance payment or application fee (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge).
21. Under section 13 of the said Act the Promoter/Developer is required to execute a written Agreement for Sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
22. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat and allot the car parking space (if applicable).
23. The Promoter/Developer has registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016 read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 with the Real Estate Regulatory Authority at \_\_\_\_\_\_\_\_\_ under no\_\_\_\_\_\_\_\_\_\_\_; authenticated copy is attached in **Annexure “E”**.

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

1. The recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreeme**n**t.

2. **PLAN/CONSTRUCTION**

2.1 The Promoter/Developers are developing the Property being ALL THAT piece or parcel of land admeasuring 1 - 59 - 3, equivalent to 15930 sq. mtrs. or thereabouts bearing Gut No. 32, Hissa No. 1 of Village: Aashte, Taluka: Panvel, District: Raigad **(hereinafter referred to as the "said Property")** and more particularly described in the First Schedule hereunder written.

2.2 The Promoter/Developers have commenced construction of Residential Building known as **“Sound Delight”** comprising of Stilt and 3 (Three) upper floors **(hereinafter referred to as “The said Building”)** on the said Property being ALL THAT piece or parcel of land admeasuring 1 - 59 - 3, equivalent to 15930 sq. mtrs. or thereabouts bearing Gut No. 32, Hissa No. 1 of Village: Aashte, Taluka: Panvel, District: Raigad more particularly described in the First Schedule hereunder written. The Purchaser/s further confirm/s having seen and inspected and perused the originals and that the copies annexed hereto are the true copies of the NA Order, Title Certificate and Building Construction Permission and Commencement Certificate, inspected by the Purchaser/s.

2.3 This Agreement with the Flat Purchaser is in respect of the premises in the said building known as “SOUND DELIGHT”. The Promoter/Developer shall construct the said building “SOUND DELIGHT” consisting of 10 buildings and 4 Bungalows as per the plans and specifications sanctioned by Town Planning, Raigad, Alibaug, from time to time. The Promoter/Developer have the approval/sanctions for construction of 10 buildings and 4 Bungalows. Provided that the Promoter/Developer shall have to obtain prior consent in writing from the Flat Purchaser in respect of variations or modifications which may adversely affect the said Premises of the Flat Purchaser, except any alteration or addition required by any Government authorities or due to change in law. So long as the area of the said Flat (agreed to be acquired by the Flat Purchaser from the Promoter/Developer) is not altered, the Promoter/Developer shall be at liberty (and are hereby permitted by the Flat Purchaser) to make variations in the layout/elevations of the said Property and/or of the building including relocating the open spaces/all structures/buildings/and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

**3. ALLOTMENT/SALE& PAYMENT:**

3.1The Purchaser/s hereby agree/s to Purchase and acquire from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Purchaser/s a Residential Flat bearing **Flat No. 205 admeasuring 766.28 Sq Ft. (71.19 Sq mtrs.)carpet area, on the 2nd Floor of “C” - Wing** as per the said sanctioned plans in the Building/Complex known as **"Sound Delight"** as per the plans and specifications sanctioned by Town Planning , Raigad, Alibaug, (hereinafter called the "Said Premises") and as more particularly described in the **SECOND SCHEDULE** hereunder written and as shown in hatched lines on the plans and situated at Gut No. 32, Hissa No. 1, area admeasuring about 1 - 59 - 3, equivalent to 15930 sq. mtrs. or thereabouts of Village: Aashte, Taluka: Panvel, District: Raigad, for total price of Rs. 96,00,000/- (Rupees Ninety-Six Lakhs only) and the same shall be paid by the Purchaser/s to the Promoter/Developer as under: -

1. Rs. \_\_\_\_\_(Rupees \_\_\_\_) of the total consideration, being earnest money paid on or before the execution of this Agreement (payment and receipt whereof the Promoter/Developers do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser/s forever).
2. Rs. \_\_ (Rupees \_\_\_\_) being the balance consideration shall be paid by the Purchaser afterwards.
	1. In addition to the above consideration, the Purchaser/s has/ have further agreed and accepted to pay the amount towards cess/ GST any other taxes as applicable, stamp duty, registration charges/ fees, deposit and charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, and various other charges become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone.
3. **OTHER CHARGES:**

4.1 The Purchaser/s shall on or before taking possession of the said Premises pay to the Promoter/Developers the following amounts: -

|  |
| --- |
| **2.5 BHK** |
| I | Towards development Charges | 1,29,150 |
| Ii | Towards Lump sum Legal Charges | 15,000 |
| Iii | Towards Society Formation | 1,251 |
| Iv | Towards Share Money Application and Entrance Fees of the Society | 600 |
| V | Towards Charges for Electric Meter and Water Meter Deposits | 30,000 |
| Vi | Club House membership  | 2,00,000 |
| Vii | Towards advance payment for 12 months on ad-hoc basis for Society Maintenance, Taxes and other outgoings | 72,324 |
| Viii | Applicable taxes/GST/other charges 18% | 80,591 |
|  |  |  |
|  |  |  |
|  **TOTAL** | 5,28,916 |

The amount so paid by the Purchaser/s shall not carry any interest and after paying the charges as above, the remaining amount, if any, shall remain with the Promoter/Developers until conveyance is executed in favour of Society / Condominium / Limited Company. Once the conveyance is executed, Promoter/Developer shall pay the balance aforesaid amount after deducting expenses incurred there from to Society/Condominium/Limited Company as the case may be.

* 1. The Promoter/Developer shall confirm the final carpet area of the flat that has been allotted to the Purchaser after the construction of the said building is complete and the Occupation Certificate or Completion Certificate with respect to the said Flat is granted by the Town Planning, Raigad, Alibaug and/or planning Authority/ or any Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser, the Promoter/Developer shall demand additional amount from the Purchaser towards consideration, which shall be payable by the Purchaser prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser, then the Promoter/Developer shall refund the excess amount paid by the Purchaser or adjust the same in consideration due and payable by the Purchaser prior to taking possession of the said Flat. However, in case of such variation, the Purchaser shall not be entitled for any criminal/civil action to be initiated against the Promoter/Developer. The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Purchaser, the Purchaser shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
	2. Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned herein hereinabove. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15 days or levied mentioned in the demand letters/emails, then and in such an event, the Purchaser/s agrees to pay to the Promoter/Developer interest on all the amounts outstanding under the terms of this Agreement at the rate of the interest as per Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, till such time that the payments are made. Provided that, payment of interest shall not save the termination of this agreement by the Promoter/Developer on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter/Developer will be first appropriated towards interest receivable by the Promoter/Developer.
	3. In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Promoter/Developer on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Competent Authority / Planning Authority or the Concerned Authority/ Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
	4. The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Promoter/Developer shall be entitled to raise, recover and receive the amount of interest at any point of time.
	5. The total consideration as mentioned herein and the other charges to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration stated herein shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter/Developer due to such consent not being granted to the Promoter/Developer.

**5. OBLIGATIONS OF PROMOTER/DEVELOPER:**

5.1.  The Promoter/Developer hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the said Flat.

5.2 The Promoter/Developer hereby declares that at present the Floor Space Index (FSI) available in respect of the said Property is 1 time of the construction of the said Property and that no part of the said Floor Space Index has been utilized by the Promoter/Developer elsewhere for any purpose whatsoever.

5.3 The Promoter / Developer has herein agreed to provide a fully furnished Flat with all amenities, furniture, fixtures, and movable assets required in a Residence as agreed with the Buyer, furthermore the Promoter / Developer has also agreed to provide the best quality products and services which includes after sale services along with assistance of Transfer and occupation the cost of which amounts of approximately Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only)

**6 DEFAULTS BY THE PURCHASER/S AND THE CONSEQUENCES:**

6.1 In the event that -

1. The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Promoter/Developer under RERA, or
2. The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)
3. And/or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 6.1(b) and 6.1(c), the Promoter/Developer shall have given to the Purchaser/s notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts or/and other the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within 7 days of such notice. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter/Developer has refunded any amounts to the Purchaser.

Upon such termination of this Agreement as per Clause 6.1 above, the Purchaser consents and the Parties agree that 10% of the sale consideration and any other amount which may be payable to the Promoter/Developer shall stand forfeited and the Promoter/Developer shall refund the balance sale consideration received after adjusting and retaining the 10% of the total sale consideration for the Flat towards agreed liquidated damages. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Promoter/Developer shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that upon such termination, the Purchaser shall sign, execute, and register Deed of Cancellation with respect to the said Flat. In the event Purchaser fails to do so, the Promoter/Developer shall be entitled to retain all amounts to be refunded to the Purchaser as stated above and shall not entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Promoter/Developer shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Promoter/Developer shall be at liberty to dispose and sell the said Flat to such person and at such price as the Promoter/Developer may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Promoter/Developer and Purchaser/s that the Promoter/Developer shall not be liable to refund the amount to the Purchaser/s till such time the said Flat is sold by the Promoter/Developer to the third party and have realized the total amount from third party.

6.2 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter/Developer within 7 days of such cancellation, failing which the amount would attract interest at the rate prescribed by and under Real Estate (Regulation and Development) Act, 2016, Rules and Regulations.

6.3 The refund of any amounts by the Promoter/Developer shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, , Goods and Service Tax, etc. and the Promoter/Developer shall not be liable to refund such amounts paid in respect thereof.

6.4 The Promoter/Developer shall also be entitled to adjust and retain any other amount which may be payable to the Promoter/Developer by the Purchaser/s.

6.5 Only in the event that the Purchaser/s terminates this Agreement due to failure of the Promoter/Developer to give possession of the said Flat within the period agreed herein, the Promoter/Developer shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoter/Developer with interest as per Real Estate (Regulation and Development) Act, 2016, Rules and Regulations. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter/Developer from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter/Developer within 30 days of the application for cancellation, failing which the amount would attract interest as mentioned under Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, from the dates they fall due till realization.

6.6 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the “Lender”) against the security of the said Flat for which a written NOC/ consent and approval of the Promoter/Developer has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount (b) the Purchaser/s deciding to cancel the agreement and/ or (c) the Promoter/Developer exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter/Developer, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser’s obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

6.7 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter/Developer to charge interest as mentioned in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, from the dates they fall due till realization.

**7. AMENITIES:**

The Promoter/Developer has agreed to provide the amenities/ facilities in the said Flat as per details mentioned in the **THIRD SCHEDULE”**.

**8. RIGHTS OF PROMOTER/DEVELOPER:**

8.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat agreed to be sold by the Promoter/Developer to the Purchaser/s and all other premises shall be the sole property of the Promoter/Developer and the Promoter/Developer shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

8.2 The Promoter/Developer shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

(i) Acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and

(ii) Amalgamation of the said Property with any adjoining plots of land;

 (iii) The Purchaser/s and/ or Co-operative Society/Limited Company/ Condominium of Apartment or any other body formed (hereinafter referred as “The said Organization”) byte purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter/Developer to carry out the necessary acts, deeds, matters and things.

8.3 The Developers are permitted to construct 10 buildings and 4 (four) Bungalows as per layout of Town Planning, Raigad, Alibaug vide Order No. **tk-dz-llauj&jkv@fc”ksi@ckai@ekS-&vk’Vs@rk-&iuosy@l-ua-32@6159 vfyckx** dated 24.12.2012, and the Promoter/Developers hereby declare that they have utilized only such Floor Space Index which is at present available underutilization on the said Plot as per the sanctioned layout of the said project. The Promoter/Developer plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the concerned/competent authority.

8.4 If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present)is possible on the said Property (b) on account of Transfer of Development Rights (TDR)(or in any other manner is made available for being utilized or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter/Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter/Developer deems fit and proper.

8.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter/Developer to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchaser, under Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat is not reduced.

8.6 The Developers shall always have a right to get the benefit of additional F.S.I. as may be made available in respect of the said Plots more particularly described in the First Schedule hereunder written for construction of additional floors and/or make alterations, raise storeys or put up additional structures as may be permitted by the Town Planning , Raigad, Alibaug and other Competent Authorities and such additions structures and storey/s will be the sole and absolute property of the Promoter/Developer alone.

8.7 The Promoter/Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser/s shall not have any right to object, and it is expressly agreed that the Promoter/Developer shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter/Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter/Developer. The Promoter/Developer shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter/Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

8.8 The Purchaser/s hereby further agrees and covenants with the Promoter/Developer to sign and execute all papers and documents in favor of the Promoter/Developer or otherwise as may be necessary for the purpose of enabling the Promoter/Developer to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter/Developer may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Town Planning, Raigad, Alibaug and/or or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

8.9 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter/Developer for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoter/Developer’s office or on the website of the Real Estate Authority. Further, the Promoter/Developer shall not be required to obtain consent in the following events:

a. Any minor additions or alterations.

b. Any addition or alterations to and, common areas, amenities, etc.

c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

8.10 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoter/Developer for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

8.11 It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter/Developer in favor of concerned bodies/authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and Organization formed by the Purchaser/s of flat.

8.12 In the event of the Organization being formed and registered before the sale and disposal by the Promoter/Developer of all the flat in the Building/s, the power and authority of the Organization so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter/Developer in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter/Developer shall have the absolute authority and control as regards the unsold flat and disposal thereof. The Promoter/Developer shall be liable to pay only the municipal taxes/ local taxes, at actuals, in respect of the unsold flat, if any. In case the Organization is formed before the disposal by the Promoter/Developer of all the flats/ premises then the Promoter/Developer shall at its option (without any obligation) join in as a member in respect of such unsold flat and as and when such flat are sold, the Organization shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

8.13 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter/Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, infrastructure facilities, recreation/ play area facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter/Developer in this regard.

8.14 The Purchaser/s is/are aware that the Promoter/Developer will be developing the said Property in a phase wise manner or on such terms and conditions as the Promoter/Developer may deem fit and shall been titled to all the benefit of FSI any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter/Developer deem fit and the Promoter/Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Promoter/Developer and the Purchaser/s expressly and irrevocably consents to the same.

8.15 The Promoter/Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat which is agreed to be sold to the Purchaser/s.

8.16 In the event of the Promoter/Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter/Developer in proportion to the carpet area of the flat or otherwise as may be determined by the Promoter/Developer and non- payment of the same, shall constitute a breach of this Agreement.

8.17 Under the present Agreement, the Promoter/Developer has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, recreation/ play area, open space or otherwise, of the said Property which at the discretion of the Promoter/Developer is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter/Developer or their nominees or transferees on these account.

8.18 Notwithstanding the other provisions of this Agreement, the Promoter/Developer shall be entitled to nominate any person (“**project management agency**”) to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the Organization is formed and the charge for maintenance is handed over to the said Organization or until said Property is developed (as determined by the Promoter/Developer). The Promoter/Developer shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

8.19 In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter/Developer or the project management agency, including without limitation, payment of the Purchaser’s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.

8.20 The Promoter/Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred/conveyed to the Organization/ Apex Body.

8.21 The Promoter/Developer shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organization or the Apex Body and shall continue until the entire said Property is developed.

8.22 Save and except or otherwise not to reduce any area of the said Flat, the Promoter/Developer shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter/Developer shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter/Developer may deem fit and proper in their absolute discretion;

8.23 Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area/play area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

8.24 Irrespective of disputes if any, which may arise between the Promoter/Developer and the Purchaser/sand/ or the Organization, all amounts contributions and deposits, including amounts payable by the Purchaser/s to Promoter/Developer, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter/Developer and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

8.25 The Promoter/Developer shall be entitled to transfer and/ or assign the benefit of additional F.S.I./T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

8.26 The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Local or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter/Developer, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.

8.27 In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter/Developer shall be entitled to sub divide/ amalgamate the said Property with the neighboring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Promoter/Developer exercising their aforesaid power.

8.28 Under the present Agreement, Promoter/Developer has agreed to sell and transfer only the said Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have right only in respect of the said Flat agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

8.29 For all times in future, Promoter/Developer shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/TDR, the Promoter/Developer shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter/Developer may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

8.30 The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter/Developer for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

8.31 The Purchaser/s hereby grants their irrevocable consent to the Promoter/Developer for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser’s Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter/Developer to augment the fund for the Promoter/Developer for development of the said Property. The Promoter/Developer shall clear the mortgage debt in all respect before the conveyance/lease/or any other document of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.

8.32 The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter/Developer and agrees and undertakes that:

i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc.as may be directed by the Promoter/Developer and which the Promoter/Developer may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claim save and except the said Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking, staircase, terraces, recreation spaces etc. remain the property of the Promoter/Developer until the Property and said building/s are conveyed to the Organization as herein, mentioned.

iii)Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Organization.

iv) For all or any of the purposes mentioned under this Agreement, the Promoter/Developer shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter/Developer may be prevented from putting any such additional and/ or new construction and/or shall not raise objection and/ or obstruction, hindrance or otherwise.

v) The Purchaser/s or their nominee or assignee or Organization hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter/Developer alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the stilt shall solely and exclusively belong to the Promoter/Developer and Purchaser/s and/ or Organization shall not raise any claim or objection on the same.

vi) The Promoter/Developer has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter/Developer will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

vii)The Promoter/Developer has further informed to the Purchaser/s that the Promoter/Developer will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter/Developer.

viii) It is further agreed that car parking (if applicable) allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat indicating the location and car parking number/s.

ix) The terrace on top of the building shall be a part of the common area/amenities available and no individual Purchaser shall have exclusive right to the same.

8.33 It is expressly agreed between the Parties that the consideration payable herein by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s herein above and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration stated herein above shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter/Developer due to such consent not being granted to the Promoter/Developer.

8.34 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

 **9. POSSESSION:**

9.1 The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for use and occupation provided all the amounts due and payable byte Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoter/Developer expects to give possession of the said Flat to the Purchaser/s on or before **31th MARCH 2026**.

9.2 The Promoter/Developer shall be entitled to a grace period of (6) six months beyond the aforesaid date. Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 9.1 hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.

9.3 If as a result of any legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter/Developer is unable to complete the aforesaid building and/or give possession of the said Flat to the Purchaser/s in the time prescribed in 9.1and 9.2 above, the Promoter/Developer may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter/Developer in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the rate as mentioned under Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, till such time that the payments are made from the date of receipt of each installment till the date of notice of termination by the Promoter/Developer.

9.4 The Purchaser/s agree that the refund of the payment and the interest/ damages mentioned under this Agreement constitutes the Purchaser’s sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Promoter/Developer for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

9.5 The Purchaser/s shall take possession of the said Flat within 7(Seven) days of the Promoter/Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said Flat within the said period, the Purchaser/s shall be liable to pay the Promoter/Developer compensation calculated at the rate of Rs. 12/- per sq.ft. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the “Date of Possession” and all the obligations of the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/stakes possession of the said Flat or not. In case of nonpayment, Promoter/Developer shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shallalone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat from the expiry of 7 days from the notice of possession.

**10. DEFECT LIABLITY:**

 If within a period of 5 (Five) years from the date of making available the said Flat to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws , the Purchaser/s brings to the notice of the Promoter/Developer in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter/Developer at their own costs. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter/Developer shall not be liable for the same.

**11. COVENANTS BY THE PURCHASER/S:**

11.1 The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Flat for any purpose other than for residence except with the written permission of the Promoter/Developer or the organization when formed.

11.2  The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter/Developer. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

11.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the residential property, save and except the access road as provided by the Promoter/Developer.

11.4 The Purchaser/s with an intention to bring all persons in whose hands the said Flat may come, doth hereby covenant with the Promoter/Developer as follows:

a)  To maintain the said Flat at the Purchaser’s own cost in good tenantable repairs and condition from the date on which the Purchaser are offered access to the said Flat for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the building/s, staircase/s, passage/s or any other common areas which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the building or the said Flat or part thereof;

b)  Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby any floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building/s including the entrance thereof. In case any damage is caused to the said Flat or the building/s on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

c) To carry at the Purchaser’s own cost all internal repairs to the said Flat and maintain it in good condition, state and order and not to do or suffer to be done anything in the Flat which is in contravention of rules, regulations or bye-laws laid down by the Promoter/Developer or of the concerned local public authority;

d)  Not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside color scheme of the building/s and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat;

e)  Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

f)  To use the said Flat only for residence and not to use the said Flat for any unlawful uses or purposes, which is prohibited/ restricted under any law of land.

g)  The Purchaser/s shall not carry out any structural changes/ modification inside of the Flat and also shall not decorate change or modify the exterior of the said Flat or any part thereof.

h)  Not to carry out any illegal activity from the said Flat, which is against the interest of the organization/ other purchasers in the building.

i)  Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the said Property and the Building/s and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the compound thereof.

j)  Pay to the Promoter/Developer within 7 (seven) days of demand by the Promoter/Developer, his/ her share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building/s;

k)  To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Local authority and/ or Government and/ or other public authority on account of change of user of the said Flat or otherwise.

l)  To bear and pay all taxes / GST, etc., and such other levies, if any, which may be imposed with respect to the construction on the said Property and/ or any activity whatsoever related to the Flat by the Corporation and/ or State/ Central/ Government and/ or Public Authority from time to time;

m)  Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser’s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter/Developer under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Promoter/Developer which permission shall be granted by the Promoter/Developer on such terms and conditions as may be applicable from time to time. The Promoter/Developer will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter/Developer may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter/Developer and will forthwith pay and abide by the same;

n)  Till the management of the Building/s is handed over to the Organization and/ or the Apex Body, the Purchaser shall allow the Promoter/Developer, its surveyors and agents at all reasonable time to enter into or upon the said Flat to view and examine the state and condition thereof and to carry out repairs;

o)  Not to change the external colour scheme or the pattern of the colour of the building;

p)  Not to change exterior elevation or the outlay of the building/s;

q)  Not to fix any grill to the building/s or windows except in accordance with the design approved by the Promoter/Developer. The split unit air conditioners should be  appropriately installed in the place provided therefor, as may be clarified by the Promoter/Developer;

r)  Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter/Developer shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.

s)  Purchaser/s shall not do or suffer to be done anything in the said Flat or in the said Property or the building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter/Developer in that behalf;

t)   The Purchaser/s shall extend full cooperation to the Promoter/Developer, their agents, contractors to ensure good governance of such works;

u)  The Promoter/Developer may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter/Developer may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organization shall not object thereto.

v)  The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the Town Planning, Raigad, Alibaug or Government of Maharashtra or any other Competent Authority whilst granting various approvals for the purpose of construction of the said Property and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents;

w)  These covenants shall be binding and operative even after the formation of the Organization.

x) The Purchaser /s shall observe and perform all the rules and regulations which the Organization may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser / s shall also observe and perform all the stipulations and conditions laid down by the Organization regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

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

13. This agreement shall be subject to the applicable provisions of RERA and the rules thereunder for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project.

14. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Town Planning Raigad, ,Alibaug , or Government of Maharashtra or any other Competent Authority or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter/Developer, the same shall be paid by the Purchaser/s to the Promoter/Developer in proportion to the area of the said Flat and in determining such amount the discretion of the Promoter/Developer shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Promoter/Developer in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the flats to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

15. It is expressly agreed that the Purchaser/s shall be entitled to the common area and facilities appurtenant to the said Flat and the nature, extent and description of such common areas and facilities which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat agreed to be sold to the Purchaser/s as mentioned herein.

16. The Purchaser/s are aware that car parking/ open car parking belong to the Promoter/Developer only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoter/Developer under a separate allotment letter and or an Agreement is executed by the Promoter/Developer. The security of Promoter/Developer shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoter/Developer have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Promoter/Developer in writing permits the same.

**17. OUTGOINGS:**

17.1 It is agreed between the Promoter/Developer and the Purchaser/s that, commencing a week after the notice in writing is made by the Promoter/Developer to the Purchaser/s that the Premises is ready for use and occupation, the Purchaser/s shall be liable to take possession of the Said Premises and pay the proportionate share (i.e. in proportion to the floor area of the Said Premises) of all outgoing in respect of the said Property, the proposed building including local taxes and cesses, rates all other levies by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property and the Said Building is transferred to any Co-operative Society, as the case may be, the Purchaser/s shall continue to pay to the Promoter/Developer the proportionate share of outgoing as may be determined by the Promoter/Developer. The Purchaser/s further agrees that till the Purchaser/s share so determined the Purchaser/s shall pay to the Promoter/Developer the provisional monthly contribution of **Rs.\_\_\_\_\_\_\_\_\_ /-** per month towards such outgoings and taxes. The amount so paid by the Purchaser/s to the Promoter/Developer shall, without any interest, remain with the Promoter/Developer till a Conveyance Deed/ Lease Deed/any other document of assignment as provided herein, is executed in favour of Organization. On such Conveyance/Lease/any other document/ Deed being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall), be paid over by the Promoter/Developer to the Society/Organization as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and charges regularly on the 10thday of each and every month in advance and shall not withhold the same for any reason whatsoever.

17.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Local Authority, Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter/Developer against any loss or damage.

17.3 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Flat. In addition to the above any Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

17.4 Before taking possession of the said Flat, the Purchaser/s will inspect the said Flat and will fully and completely satisfy himself/ herself/ themselves with the said Flat in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Promoter/Developer /s with respect to the said Flat.

17.5 The Promoter/Developer shall utilize the sum as referred to herein above for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter/Developer in connection with formation of the Organization preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter/Developer for the same.

17.6 The Promoter/Developer shall hand over the deposits or balance thereof to the Organization as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter/Developer. The aforesaid amount/ deposit shall not carry any interest.

1. **SET OFF/ ADJUSTMENT:**

The Purchaser/s hereby grants to the Promoter/Developer the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter/Developer including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter/Developer to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

1. **FINAL TRANSFER DOCUMENT:**

19.1 The Purchaser/s, along with the other Purchaser/s of the Premises in the said Building, shall join in forming and registering the Society and/or Company and/or Condominium Apartment as the case may be (said organization) and for that purpose from time to time sign and execute applications, papers and other documents necessary for formation and registration of such Society/Limited Company / Condominium (said organization) so as to become member thereof and sign and return all the documents including bye-law within 7 days of receipt thereof, time being an essence, so as to enable the Developers to register the Society/Limited Company of the Purchaser/s under Section 10 of the Maharashtra Ownership of Flat Act, 1963 within the time limit prescribed by Rule 9 of Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules, 1963 and/or condominium under MAOA. No Objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Society's or any other Competent Authority.

19.2 The Developers shall if necessary, become a member of the said organization in respect of the unsold flats or their rights and benefits conferred herein or otherwise. If the Promoter/Developers transfer assign and dispose of the flats and/or such rights and benefits at any time to anybody, the Assignee, Transferee and/or the Purchaser/s thereof shall become the member of the said organization in respect of the said rights and benefit. The Purchaser/s herein and the Society/Limited Company/ Condominium as the case may be will not have any objection to admit such Assignee or Transferee as the member of the Society/Limited Company/Condominium as the case may be and shall not charge any transfer fees or any other charges.

19.3 The Promoter/Developers shall share the maintenance charges, electricity charges only in respect of the unsold Flats/premises, stilt. The Promoter/Developers will bear the municipal assessments, if any, payable and nothing else.

19.4 The Promoter/Developers shall either form Society for each building in the said Project or form one common Society for all the buildings to be constructed on the said Plots OR submit each building along with the land underneath such building to the provisions of Maharashtra Apartments Ownership Act (MAOA), 1970. The decision of the Promoter/Developers in all the matters relating to the formation of the Society or condominium as the case may be shall be final and binding on the entire flat Purchaser/s.

19.5 After completion of the entire project, the Promoter/Developers shall adopt any one of the following steps to transfer the title in favour of the organization:

(i) The Promoter/Developers shall execute a perpetual lease in respect of each building along with the land underneath and appurtenant to such building as may be notarially demarcated, in favour of each society and the Promoter/Developers shall execute a conveyance of entire layout (save and except the Bungalows) in favour of the Federation or the Association of all the Societies;

 OR

(ii) The Promoter/Developers shall execute a conveyance in respect of entire layout (save and except the Bungalows) in favour of the Organization and such organization shall in turn execute a perpetual lease in respect of each building along with land underneath and appurtenant thereto in favour of each Society (save and except the Bungalows);

 OR

(iii) In alternative to above, the Promoter/Developers shall submit each building along with the land underneath and appurtenant thereto as may be notarial decided and demarcated, to the provisions of MAOA by executing the Declaration u/s 2 of the MAOA and execute the conveyance of the infrastructure including the common., Roads in favour of the Association of the Condominium to be formed by them and execute Deed of Apartment in favour of the Flat Purchaser/s.

OR

(iv) The Promoter/Developers shall submit the said Plots along with all the structure to be constructed thereon (save and except the Bungalows) to the provisions of MAOA and execute one consolidated Declaration as required u/s 2 of MAOA. The Declaration shall specifically provide the covenant that the Bungalow owners shall be entitled to utilize/enjoy the common amenities and Right of Way as set out hereinafter.

20. The Promoter/Developers shall execute the transfer documents in respect of remaining portion, save and except the Bungalows. However, the owners of the Bungalows shall be entitled to use and enjoy all the common amenities in the layout including common R.G. and shall also be entitled to the Right of Way through the road leading to such Bungalows. The covenant to the aforesaid effect shall be incorporated in the transfer document and such covenant shall run with the land and the title of the organization shall always be subject to such covenants in favour of the Bungalow plots. Provided, however the owners of Bungalows shall be responsible to pay the proportionate amount towards the maintenance and upkeep of the common amenity areas of which they shall avail the benefit.

21. The Promoter/Developers shall execute independent transfer document in favour of Bungalow owners to convey/transfer/demise the demarcated area in their favour and the Bungalow owners shall independently hold their respective Bungalow and they shall not become members of the Society.

22. The decision as regards to the transfer of the title of the said Plots (save and except the Bungalows) in favour of the Society or the organization as the case may be shall be final and binding on the Flat Purchaser/s.

23. The Purchaser/s is/are aware and acknowledge/s the permanent right of the Promoter/Developers about transfer of the title in respect of the said Plots (save and except the Bungalows) in favour of the Society or the organization as the case may be and the Purchaser/s shall not dispute the same.

24. At the time of conveyance of the said Property and the said Building, if any permission is required to be obtained under any other Statue Order, Notification or Ordinance same shall be obtained by Purchaser/s of the flat Purchaser/s and/or the said Organization in consultation and co-operation with the Promoter/Developers and all costs, charges and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the flat Purchaser/s including Purchaser/s herein and/or the Society/ Limited Company/Condominium as the case may be.

25. The Powers and the authorities of the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoter/Developers in any of the matters concerning the said Building and other structures on the said Plots the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter/Developers shall have absolute authority and control as regards the unsold Premises and the disposal thereof. The Promoter/Developer shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter/Developer under Section 14(3) of the Real Estate (Regulation and Development) Act;

26. It is agreed and understood by the Purchaser/s that the project shall be deemed to be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the entire scheme of development of the said buildings in all the phases on the entire said Project and on completion of the infrastructure and common areas and facilities and the sale of buildings and until all residences, flats, premises, and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts is received. The Promoter/Developer shall not be liable and/or shall not be required to cause execution of conveyance/ transfer deed in respect of the said Land /Property or any part thereof until utilization of the entire FSI /TDR in respect of the Land / Property and all other rights and benefits available now or in future in respect of the said Land / Property including FSI schemes, amalgamated plots, and until all residences, flats, premises, and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts are received.

27. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the Building or any part thereof save and except the said Flat agreed to be sold to the Purchaser/s.

**28. STAMP DUTY AND REGISTRATION:**

 The Purchaser/s shall present this agreement at the proper registration office for the registration within the time limit prescribed by the Registration Act, 1908 and inform the Developers in writing with the photo copy of the Receipt and Serial Number at least 10 days prior to prescribed limit and the Promoter/Developers will attend such office and admit execution thereof. On or before the execution of this Agreement the Purchaser/s shall pay the proper and correct stamp duty due and payable under the law for the time being in force in respect of this Agreement and on or before lodging this Agreement for registration with the appropriate authority under Indian Registration Act, 1908. The Purchaser/s alone shall be liable for the consequences arising out of the non-payment of the proper and correct stamp duty and the registration charges, it being the sole responsibility of the Purchaser/s to pay the same.

**29**. **NOTICES:**

 Any notice, demand letter, intimation or communication (“Notice”) to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party’s contact details as mentioned in their respective description at the beginning of the agreement; Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

**30. INDEMNIFICATION BY THE PURCHASER/S:**

 The Purchaser/s hereby indemnify and keep indemnified the Promoter/Developer and hold the Promoter/Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter/Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter/Developer under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and (d) Purchaser’s non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

**31. General Provisions**

1. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter/Developer immediately as and when demanded by the Promoter/Developer and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ local taxes, , Education Cess, tax/GST, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc. which may be under any name or terminology payable and/ or may become payable due to change/amendment in the existing laws, rules or due to implementation/enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter/Developer shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter/Developer shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter/Developer, unless and until the Promoter/Developer shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

b. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter/Developer, any agent, employee or representative of the Promoter/Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser’s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the parties hereto.

**32. SEVERABILITY**

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

**33. DISPUTE RESOLUTION**

 All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

34. The details and particulars of the Permanent Account Number of the Promoter/Developer and the Purchaser/s as required under Rule 114B of the Income Tax Rules, 1962 are as under:

**PROMOTER/DEVELOPERS: PAN**

M/S. SOUNDLINES ECO HOMES **ACEFS2820A**

**PURCHASER/S**

Mr. Pritesh Haresh Sampat **JSBPS8063P**

**35. 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. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written

**36. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer’s Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

**37. JOINT PURCHASER/S**

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

**38. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai, Maharashtra will have the jurisdiction for this Agreement.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece or parcel of land bearing Gut No. 32 Hissa No. 1 and Gut No. 32 Hissa nos. 1/1 to 22 total admeasuring 15930 Sq.mts equivalent to 1 hectors 59 ares, of Village: Aashte, Taluka: Panvel, District: Raigad.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

A residential Flat bearing Flat No. 205, admeasuring: 766.28 Sq.Ft. (71.19 Sq. Mtrs.) Carpet Area on the 2nd floor in ‘C’ Wing in the Building to be named as **“Sound Delight”** in the project known as **“Sound Delight”** being constructed on the said plot more particularly described in the First Schedule hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

Chajjas, common areas and facilities, Proportionate of Immediate area abutting the main door after landing abutting the said premises. Prorata right along with all Purchasers of premises in the said property in limited common areas and facilities i.e., to say.

(1) Staircase.

(2) Entrance Hall.

(3) Lift, lift machine room (if any).

**SIGNED AND DELIVERED**

**By the within named PROMOTER/DEVELOPER**

**M/S. SOUNDLINES ECO HOMES )**

**By the hands of its authorized Partner )**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**in the presence of**

**1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**SIGNED AND DELIVERED**

**By the within named PURCHASER/S )**

**Mr. Pritesh Haresh Sampat )**

 **in the presence of )**

**1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**RECEIPT**:

**Received Sum of Rs. \_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_Only) vide cheque/s mentioned hereunder, being part Consideration paid by the Purchaser/s to us.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr no** | **Date** | **Cheque** | **Amount** |
| **1.** |  |  |  |

 **WE SAY RECEIVED,**

 **M/S.SOUNDLINESECOHOMES**

 **Partner**