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Draft Agm

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at _____ this _____ day of _____, 2023 Between **M/S. VPM JAIRAJ DEVELOPERS, a Partnership Firm** duly registered under the provisions of Indian Partnership Act, 1932 having its registered office at A 001/002, Sai Prasad CHS Ltd., Near Sagar Sangam Hotel, Behind Shiv Om Hospital, Off Mira-Bhayander Road, Mira Road East, Thane - 401107, by its Partners, (1)ASHIT RAJNIKANT SHAH and (2)MR. KAUSHIK KIRITKUMAR SHAH, (hereinafter referred as the **“DEVELOPERS/PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and assigns of the last survivor) of the First Part;

And

(1) **MR. SANTOSH RAGHUNATH KUMBHAR**, having Aadhar card No. **62276182603**, Pan Card No. **AJAPK3593P**, (2) **MRS. ARCHANA SANTOSH KUMBHAR**, having Aadhar card No. **680394760281**, Pan Card No. **EIBPK1337P**, having address at **Room No. 208, Urmila Apartment, 2nd Floor, Vetalpada, Opp. S.T. Stand, Behind N.N. Arcade Building, Bhiwandi, Thane - 421302**, hereinafter referred to as the **“PURCHASER/S/ALLOTTEE/S”**, (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF

and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the SECOND PART;

WHEREAS:

- A. "THEOWNER/DEVELOPER/PROMOTER namely VPM JAIRAJ DEVELOPERS are absolutely seized & possessed of all that piece and parcel of Land Bearing Survey No. 4/2/4/4/4/5/4/6 (Old Survey No. 4/Paiki, 4/Paiki,4/Paiki,4/Paiki)Of Village Temghar, Talathi Saja Temghar situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302, admeasuring 00-38-20 (H-R-P) plot area situated thereon assessed with Nizampur City Municipal Corporation and being and situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302 (hereinafter referred to as the said property) and more particularly described in Schedule "I" herein under written.
- B. AND WHEREAS the said VPM JAIRAJ DEVELOPERS have acquired the Land Bearing Survey No. 4/Paiki, 4/Paiki, 4/Paiki, 4/Paiki area admeasuring about 1850 sq. mtrs., from Appa Budhya Chaudhary, Vithu alias Vitthal Gajanan Chaudhary, Manjulabai Valaku Chaudhary, Bharat Valaku Chaudhary, Ratna Sudam Chaudhary, Shatrughna Valaku Chaudhary, Prahlad Valaku Chaudhary, Pandharinath Valaku Chaudhary vide Development Agreement dated 29/05/2014, which is registered under Serial no. BVD-1/4459/2014 dated 29/05/2014, with Joint Sub-Registrar of Assurance at Bhiwandi, which is more Particularly described in Schedule "I".
- C. AND WHEREAS the said VPM JAIRAJ DEVELOPERS have acquired the Land Bearing Survey No. 4/Paiki, 4/Paiki, 4/Paiki, 4/Paiki area admeasuring about 1970 sq. mtrs., from Janabai Trimbak Mhatre, Manglabai Shivnath Chaudhary, Kishor Shivnath

Chaudhary, Sadhana alias Sadhanabai Jagannath Madhavi, Kavita Shravan Mhatre, Saras alias Sarita Dipak Patil, Kamal alias Kamali Prakash Mali, Hausa alias Hansa Shivnath Chaudhary, Nanda alias Nandani Manik Patil, Pradip Shivnath Chaudhary, Savitribai Dayaram Chaudhary and Kantabai Keshav Bhoirvide Development Agreement dated 05/06/2015, which is registered under Serial no. BVD-1/3912/2015 dated 24/06/2015, with Joint Sub-Registrar of Assurance at Bhiwandi, which is more Particularly described in Schedule "II".

- D. **AND WHEREAS the name of VPM JAIRAJ DEVELOPERS through its partners (1) MR. ASHIT RAJNIKANT SHAH and (2) MR. KAUSHIK KIRITKUMAR SHAH has been recorded in the Property cards as a "Developer" in respect of the said LAND. AND WHEREAS the said VPM JAIRAJ DEVELOPERS becomes the Developer in respect of Land Bearing Survey No. 4/2/4/4/4/5/4/6 (Old Survey No. 4/Paiki, 4/Paiki, 4/Paiki, 4/Paiki) Of Village Temghar, Talathi Saja Temghar situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302, admeasuring 00-38-20 (H-R-P) plot area situated thereon assessed with Nizampur City Municipal Corporation and being and situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi- 421302.**
- E. The Promoter/ Developer has prepared a layout in respect of the said property. At present the Promoter/ Developer have undertaken development of the said property and construction of a building thereon. The name of the proposed building shall be "**SAIRAJ HEIGHTS**" (hereinafter referred to as the "said building").
- F. The Purchaser/s/ Allottee/s is/are aware that layout of the said property at present prepared by the Promoter/ Developer is a tentative layout and is likely to be changed or revised as per the

requirements of the Promoter/ Developer and/or Bhiwandi Nizampur City Municipal Corporation ("BNCMC") and/or other statutory authorities. The Promoter/ Developer reserve his/her/their right to alter the layout design, elevation etc. /make variations in the entire layout or any part thereof (with such modifications thereto as the Promoter/ Developer may from time to time determine/ or may be required) and the Purchaser/s/ Allottee/s has/have no objection to the Promoter/ Developer making such amendments or substitutions as aforesaid and accords his/her/their irrevocable consents to the same.

- G. Under the provisions of the Development Control Regulations, it is possible to avail the benefits of the Transferable Development Rights (T.D.R.) as also other F.S.I. including fungible F.S.I. as may be available on payment of premium to B.N.C.M.C. and/or State Government or any other authorities or otherwise on the said Property.

- H. The Promoter/ Developer has entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the said building to be constructed on a portion of the said property and the Purchaser/s/ Allottee/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Promoter/ Developer.

- I. AND WHEREAS the Promoter/ Developer have proposed to construct on the project land having 2 Buildings (i.e. Bldg No 1 & Bldg No 2). Building No 1 consist of 2 Wings, A & B wings with

part stilt + 7 upper floors and Building No 2 is stand-alone building with stilt + 4 upper floors.

- J. AND WHEREAS The Promoter/ Developer is the SOLE OWNER of Land Bearing Survey No. 4/2/4/4/4/5/4/6 (Old Survey No. 4/Paiki, 4/Paiki, 4/Paiki, 4/Paiki) Of Village Temghar, Talathi Saja Temghar situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302, admeasuring 00-38-20(H-R-P) plot area situated thereon assessed with Nizampur City Municipal Corporation and being and situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302 and have SOLE AND EXCLUSIVE RIGHT to construct the building and Develop the property and TO SELL THE APARTMENTS/ FLATS IN THE SAID BUILDING/S to be constructed by the Promoter/ Developer on the project land and to enter into Agreement/s with the Purchaser/s/ Allottee/s of the Apartments to receive the sale consideration in respect thereof.
- K. AND WHEREAS the Promoter/ Developer shall apply for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority. The Promoter/Owner/ Developer has obtained RERA Registration Certificate under serial no **P51700034679**, which is annexed herein.
- L. The Allottee/s/ Purchaser/s has/ have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/ her/ their/ its Advocate and planning and Architectural Consultants. The Allottee/s/ Purchaser/s has/ have agreed and consented to the Development of the project. The Allottee/s/ Purchaser/s has/ have also examined all the documents and information uploaded by the Promoter/ Developer on the website of the Authority as required by

RERA and the RERA Rules and has understood the documents and information in all respects.

M. The Allottee/s/ Purchaser/s has/ have demanded from the Promoter/ Developer and the Promoter/ Developer have given inspection to the Allottee/s/ Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Promoter/ DEVELOPER ARCHITECTS MR WAHIED ANSARI DIRECTOR OF M/S. HK DESIGN CONSULTANTS and of such other documents as are specified under RERA and the rules and regulations made there under including inter alia the following:

- (I) Title Certificate from Mr. R. J. Mishra dated 11/01/2022 and search report from Adv. Archana Khandu Thakare dated 13/02/2020 & 05/08/2021 as per Annexure -**I**.
- (II) 7/12 Extract, as per Annexure -**II**.
- (III) All the documents of title relating to the said Plot area and all other Documents mentioned in the recital hereinabove as per Annexure -**III**.
- (IV) I.O.D. dated 24/10/2011, as per Annexure -**IV**.
- (V) Commencement Certificate bearing no. **2388** dated **15/12/2011** and amended Commencement Certificate bearing no. **511** dated **20/02/2017**, as per Annexure -**V**.
- (VI) All the approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project including the layout plan, Building Plan, Floor Plan as per Annexure-**VI**.
- (VII) The copy of the Floor plan of the premises, as per Annexure -**VII**.

N. AND WHEREAS the Promoter/ Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and

shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

- O. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/ Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- P. AND WHEREAS the Promoter/ Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- Q. AND WHEREAS the carpet area of the said Flat/Apartment is **46.09** square meters, as per RERA, as per the plan approved by the Bhiwandi Nizampur City Municipal Corporation ("BNCMC") at the time of issue of C.C.
- R. The present layout, design, elevation, plans etc may be required to be amended from time to time by the Promoter/ Developer. The Purchaser/s/ Allottee/s has/ have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter/ Developer on the said property may take a very long time, and the Promoter/ Developer may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser/s/ Allottee/s has no objection to the Promoter/ Developer making such amendments.

- S. The Purchaser/s/ Allottee/s is/are aware that layout of the said property, which is prepared by the Developers/ Promoters and which is a tentative layout and is likely to be changed or revised as per the requirements of the Developer/Promoter and/or Bhiwandi Nizampur City Municipal Corporation ("BNCMC") and/or other statutory authorities. The Developers/ Promoters reserve their right to alter the layout design, elevation etc. /make variations in the entire layout or any part thereof (with such modifications thereto as the Developers/Promoters may from time to time determine/ or may be required) and the Purchaser/s/ Allottee/s has/have no objection to the Developers/ Promoters making such amendments or substitutions as aforesaid and accords his/her/their irrevocable consents to the same;
- T. The Developers/Promoters have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the said building to be constructed on a portion of the said property and the Purchaser/s/ Allottee/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Developers/ Promoter.
- U. AND WHEREAS BY VIRTUE OF THE OWNERSHIP THE DEVELOPERS/ PROMOTERS HAVE SOLE AND EXCLUSIVE RIGHT TO SELL THE APARTMENTS/ Flats in the said building/s to be constructed by the Developers/ Promoters on the project land and to enter into Agreement/s with the Purchaser/s/ Allottee/s of the Apartments to receive the sale consideration in respect thereof;
- V. AND WHEREAS the Developers/ Promoters have got some of the approvals from the concerned local authority(s) of the plans,

specifications, elevations, sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

- W. AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers/ Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
- X. AND WHEREAS the Developers/ Promoters have accordingly commenced construction of the said building in accordance with the said proposed plans. The Purchaser/s/ Allottee/s being fully satisfied in respect of title of the property and Developers/ Promoters to the said building, has/have approached the Developers/ Promoters and requested the Developers/ Promoters to allot to him/her/them Flat/Shop/Office/Units No. 401, wing no. **A**, floor no. **4th**, admeasuring **46.09** sq. mtrs. carpet area under RERA with enclosed balcony admeasuring _--_Sq. mtrs. in the said building known as "**SAIRAJ HEIGHTS**" to be constructed on the said property, which Office is shown in red color hatched lines on the Floor plan annexed and marked as Annexure "**VI**" hereto (hereinafter referred to as "the Said Premises" or the "said Office"), which is more particularly described in schedule ___ hereunder written at the price and on the terms and conditions hereinafter appearing;
- Y. AND WHEREAS the carpet area of the said Flat/Shop/Office/Units is admeasuring **46.09** sq. mtrs. carpet area under RERA with

enclosed balcony admeasuring ___-___ Sq. mtrs. and "carpet area" means the net usable floor area of Flat/Shop/Office/Units, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Office/Units for exclusive use of the Purchaser/s/ Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Office/Units for exclusive use of the Purchaser/s/ Allottee/s, but includes the area covered by the internal partition walls of the apartment.

- Z. The present layout, design, elevation, plans etc. may be required to be amended from time to time by the Developers/ Promoters. The Purchaser/s/ Allottee/s has/ have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developers/ Promoters on the said property may take a very long time, and the Developers/Promoters may require to amend, from time to time the plans, lay out, design, elevation etc. and the Purchaser/s/ Allottee/s shall have no objection to the Developers/ Promoters making such amendments;
- AA. This Agreement for Sale of the Flats/shops/office/units mentioned herein has been entered into subject to the terms and conditions of the hereinabove recited documents, orders, permissions and other documents mentioned in this Agreement and the terms and conditions imposed and further approvals as may granted by BNCCMC and terms and conditions as may be imposed by the BNCCMC and or any other authority and also subject to the variations and/or modifications as may be imposed by Bhiwandi Nizampur City Municipal Corporation ("BNCCMC") and/or any other public authorities from time to time.

- AB. The Developer/ Promoter are entering into separate Agreements with several persons for the sale of the flats/shops/offices/units in the said Building. Such Agreement will be in the form of this Agreement or with such variations or modifications or in such form or on such basis as the Developer/ Promoter herein may deem fit and proper.
- AC. The Developer/ Promoter herein shall be entitled to put up hoardings/boards/logo of its brand name in the form of neon signs, MS letters, vinyl and sun boards of the Real Estate Project on the facade, terrace compound wall or other parts of the Real Estate Project. The Developer/ Promoter herein shall also be entitled to place, select and decide the hoarding/board sites.
- AD. The Developer/ Promoter is entitled to amend, modify and/or substitute the Development of the said property, in full or in part, as may be required by the applicable laws, from time to time.
- AE. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after;
- AF. The Purchaser/s/Allottee/s has read the Copy of IOD & commencement certificate and aware that the Plan of the Building is approved with the various conditions therein
- AG. AND WHEREAS, prior to the execution of these presents the Purchaser/s/ Allottee/s have paid to the Developers/ Promoters a sum of Rs. **4,00,000/-** (Rupees **Four Lakhs** only), being part payment of the sale consideration of the Flat/Shop/Office/Units agreed to be sold by the Developers/ Promoters to the Purchaser/s/ Allottee/s as advance payment or Application Fee

(the payment and receipt whereof the Developers/ Promoters doth hereby admit and acknowledge) and the Purchaser/s/ Allottee/s has/ have agreed to pay to the Developers/ Promoters the balance of the sale consideration of Rs. **17,50,000/-** (Rupees **Seventeen Lakhs Fifty Thousand** only); which aggregates to Rs. **21,50,000/-** (Rupees **Twenty One Lakhs Fifty Thousand** only).

AH. AND WHEREAS, Under the provisions of RERA and MOFA (as applicable) the parties are required to execute an Agreement for Sale being this Agreement and to register the same under the provisions of the Indian Registration Act, 1908.

AI. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers/ Promoters hereby agrees to sell and the Purchaser/s/ Allottee/s hereby agrees to purchase the said Flat/Shop/Office/Units.

AJ. Relying upon the said applications, declaration and agreement herein contained, the Developers/ Promoters have agreed to allot to the Purchaser/s/ Allottee/s the said Premises, at the price and on the terms and conditions herein after appearing.

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

1. DEFINITIONS

1.1) "CARPET AREA" means the net usable floor area of the premises excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Office/Units for exclusive use of the Purchaser/s/ Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Office/Units for exclusive use of the Purchaser/s/

Allottee/s, but includes the area covered by the internal partition walls of the apartment.

- 1.2) "CAR PARKING SPACES" shall mean a location where a 4 (four) wheeler passenger vehicle can be parked. Car Parking Spaces includes open/ stilt/ covered parking spaces and may be located in the basement, Ground, First Floor(Multi Level Mechanical).
- 1.3) "DATE OF OFFER OF POSSESSION" or "DOP" shall mean the date on which the Company by written intimation makes the unit available to the purchaser along with the Occupation Certificate in respect of the Unit.
- 1.4) "INTEREST" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by the equivalent benchmark rate used by SBI.
- 1.5) "PROJECT" shall mean the project with RERA Registration Certificate number as stated in Annexure "VIII".The project may be part of a larger layout.
- 1.6) "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.7) "MOFA" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

- 1.8) "STRUCTURAL DEFECT" shall mean any defect related to the load bearing structure of the building. This shall not include non-load bearing elements or water proofing.
- 1.9) "PREMISES" shall means the Flat/Office/Shop/Unit sold under this Agreement.
2. The recitals contained above and schedules and annexure hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
3. The Developer/ Promoter shall construct and/or cause to be constructed the said Building including the Additional said Building in which the said Premises shall be situated in accordance with plans, designs and specifications and sanctioned by Bhiwandi Nizampur City Municipal Corporation ("BNCMC") and as may further be modified, amended, and plans approved by the said Bhiwandi Nizampur City Municipal Corporation ("BNCMC") The Developer/ Promoter is at liberty to make such amendments, alterations, modifications and/or variations in the plans of the said Building or on the RCC drawings as the Developer/ Promoter may consider necessary or as may be required to be made by concerned local authorities/Corporations/Government; provided that by reason of such amendments, alterations, modifications and/or variations the area of the said Premises , agreed to be purchased by Purchaser/Allottee under this agreement, will not be reduced except a nominal area, if so required, for any reason and the Purchaser/Allottee hereto agrees and grants his/her irrevocable consent to the Developer/ Promoter for carrying out any such amendments, alterations, modifications and/or variations as aforesaid. It is further expressly made clear that the Purchaser/Allottee shall not claim rebate or reduction in the purchase price, nor any other benefit from the Developer/Promoter as a result of such amendments, alterations, modifications and/or

variations. PROVIDED that the Developer/Promoter shall obtain consent of the Purchaser/Allottee herein in respect of such variation/ modification if the same affect the substantial area of the said Premises but not otherwise.

4. The Purchaser/Allottee has prior to the execution of this Agreement satisfied himself with the title of the said Property and the rights of the Developer/Promoter herein including the Agreements, revenue records and other documents referred to herein above and the Purchaser/Allottee hereby agrees and confirms that he/she shall not be entitled to further investigate the title of the said Property and right of Developer/Promoter of the development of said Building and no requisition or objection shall be raised by the Purchaser/Allottee on any matter relating thereto or howsoever in connection therewith.
5. The Developers/ Promoters have proposed to construct, Two Buildings (i.e. Bldg No 1 & Bldg No 2). Building No 1 consist of 2 Wings, A & B wings with part stilt + 7 upper floors and Building No 2 is stand-alone building with stilt + 25 upper floors. on the project land in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time. Provided that the Developers/ Promoters shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of variations or modifications which may adversely affect the Flat/Shop/Office/Units of the Purchaser/s/ Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
6. A) The Purchaser/s/ Allottee/s hereby agrees to purchase from the Developers/ Promoters and the Developers/ Promoters hereby agrees to sell to the Purchaser/s/Allottee/s Office/Flat No. **401**, floor no. **4th**, admeasuring **46.09** sq. mtrs carpet area under

RERA in the said building no. **1**, Wing **A** known as "**SAIRAJ HIEGHTS**" to be constructed on the said property with parking space No ___-___, of Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, to be constructed on the said property (hereinafter referred to as "the Premises"), which is more particularly described in schedule II here underwritten as shown in the Floor plan hereto annexed and marked as Annexure "**IV**" along with ___-__ nos. of parking in multilevel mechanized car parking tower for the consideration of Rs. ___-___/- (Rupees _____-_____ only), which is inclusive of the proportionate price for the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **IX** Schedule annexed herewith (the price of the Flat/Shop/Office/Units including the proportionate price of the common areas and facilities.

- B) The Purchaser/s/ Allottee/s hereby agrees to purchase from the Developers/ Promoters and the Developers/ Promoters hereby agrees to sell to the Purchaser/s/ Allottee/s parking spaces bearing Nos ___-__ in the parking tower no. ___-__ situated at parking pit/Basement and/or stilt and /or upper level being constructed in the said building for the consideration of Rs. ___-___/-, which is shown in the plan annexed hereto as Annexure ___.
- C) The total aggregate lump sum consideration amount for the said Flat/Shop/Office/Units including/excluding car parking space is thus Rs. **21,50,000/-** (Rupees **Twenty One Lakhs Fifty Thousand** only). The said aggregate consideration is determined after considering the effect of Input Credit under GST on material and which is confirmed and verified by the Purchaser/s.

7. The total aggregate consideration amount for the Flat/Shop/Office/Units is thus Rs. **21,50,000/-** (Rupees **Twenty One Lakhs Fifty Thousand** only) payable in the following manner:
- A. The Purchaser/s/ Allottee/s has/ have paid on or before execution of this agreement a sum of Rs. **18,000/-** (Rupees **Eighteen Thousand** only), as advance payment or application fee and hereby agrees to pay to the Developers/ Promoters the balance amount of Rs. **21,32,000/-** (Rupees **Twenty One Lakhs Thirty Two Thousand** only).
 - B. Amount of Rs. **1,97,000/-** (Rupees **One Lakh Ninety Seven Thousand** only) to be paid to the Developers/ Promoters on/or before execution of this Agreement.
 - C. Amount of Rs. **3,22,500/-** (Rupees **Three Lakhs Twenty Two Thousand Five Hundred** only) to be paid to the Developers/ Promoters on completion of the Plinth of the said building or wing in which the said Flat/Shop/Office/Units is located.
 - D. Amount of Rs. **10,32,000/-** (Rupees **Ten Lakhs Thirty Two Thousand** only) to be paid to the Developers/ Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Shop/Office/Units is located. Which will be equally divided into total number of Slabs **8** and such amount shall be collected on completion of each Slab i.e. Rs. **1,29,000/-** (Rupees **One Lakh Twenty Nine Thousand** only) on completion of every slab.
 - E. Amount of Rs. **1,29,000/-** (Rupees **One Lakh Twenty Nine Thousand** only) to be paid to the Developers/ Promoters on completion of the walls, external plaster, doorframes and window frames of the said Premises.

- F. Amount of Rs. **1,29,000/-** (Rupees **One Lakh Twenty Nine Thousand** only) to be paid to the Developers/ Promoters on completion of the internal plaster of the premises and staircases, lift wells, lobbies upto the floor level of the said Premises.
- G. Amount of Rs. **1,07,500/-** (Rupees **One Lakh Seven Thousand Five Hundred** only) to be paid to the Developers/ Promoters on completion of the plumbing, floorings, elevation, terraces with waterproofing, sanitary fittings, of the building or wing in which the said premises is located.
- H. Amount of Rs. **1,07,500/-** (Rupees **One Lakh Seven Thousand Five Hundred** only) to be paid to the Developers/Promoters on completion of lifts and electrical work, the lifts, water pumps, electrical fittings and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the said building or wing in which the said premises is located of the building.
- I. Balance Amount of Rs. **1,07,500/-** (Rupees **One Lakh Seven Thousand Five Hundred** only) on completion of entire work and at the time of handing over of the possession of the said premises to the Purchaser/s/ Allottee/ on or after receipt of occupancy certificate or completion certificate.
8. On a written demand being made by the Developer/Promoter of each of the aforesaid installments amount, the Purchaser/Allottee agree and undertake to pay such amount to the Developer/Promoter without any objection in seven days of the Developer/Promoter sent written demand, without any delay, demur or default. Time shall be essence of contract in payment of each installment mention above.
9. The Purchaser/s/ Allottee/s is/are aware that as per present

statute, GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s/Allottee/s to the Developers/ Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s/ Allottee/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developers/ Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser/s/ Allottee/s shall be deemed to have committed default in payment of amount due to the Developers/ Promoters hereunder, if such payment is not accompanied with the applicable Goods and Service Tax. Provided further that if on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s/ Allottee/s to the Developers/ Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s/ Allottee/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s/ Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Developers/ Promoters and its successors-in-title and assigns in respect thereof.

10. The sale consideration excludes other charges and taxes (consisting of tax paid or payable by way of Goods and Service Tax and all levies, duties and cesses and/ or any other Indirect Taxes, which may be levied, in connection with the construction of and carrying out the project and/ or with respect to the

premises and/ or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/ payable in future) including Goods and Service Tax and all other applicable Indirect and Direct taxes, duties and impositions levied by the Central Government and/ or State Government and/ or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/ or on the transaction contemplated herein and/ or in relation to the said premises, shall be borne and paid by the Purchaser/s/ Allottee/s alone and the Developers/ Promoters shall not be liable to bear or pay the same or any part thereof.

11. The Purchaser/s/ Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and GST thereon, the Purchaser/s/ Allottee/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s/ Allottee/s after making payment of each installments and GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month on which respective Form 26QB is filed, shall furnish Form 16B to the Developers/ Promoters. The Purchaser/s/ Allottee/s is/are aware that the time to make the payment of installments and service tax and all other taxes as mentioned in above is the essence of contract and in the event of delay on part of the Purchaser/s/ Allottee/s to make the payment of any of the installment together with GST and/or any other tax (including delivering form 16B certificate thereof), then without prejudice to right of the Developers/ Promoters to cancel and terminate this Agreement, the Purchaser/s/ Allottee/s shall be liable to pay interest @ 18% p.a. to the Developers/ Promoters on all delayed payments from the due date till the date of realization thereof.

12. The Purchaser/s/ Allottee/s shall make all payments of the Sale Price due and/or payable to the Developers/ Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "M/S. **VPM JAIRAJ DEVELOPERS**,". In case of any financing arrangement entered by the Purchaser/s/ Allottee/s with any financial institution with respect to the said premises, the Purchaser/s/ Allottee/s undertakes to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Developers/ Promoters through an account payee cheque/ demand draft/wire transfer/any other instrument drawn in favour of "M/S. **VPM JAIRAJ DEVELOPERS**,". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said premises and shall be construed as a breach on the part of the Purchaser/s/ Allottee/s, in which event the Developers/ Promoters shall be entitled to terminate this Agreement and forfeit all the amounts till then paid by the Purchaser/s/ Allottee/s to the Developers/ Promoters.
13. The Total Price is escalation-free and purchaser shall liable to pay escalations/increases, due to :-
- A) Increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies/Government from time to time. The Developers/ Promoters undertakes and agrees that while raising a demand on the Purchaser/s/ Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers/ Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect

along with the demand letter being issued to the Purchaser/s/ Allottee/s.

- B) The Developers/ Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s/ Allottee/s by discounting such early payments @ 18% per annum for the period by which the respective installment have been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s/ Allottee/s by the Developers/Promoter.
- C) The Developers/ Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s/ Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers/ Promoter. If there is any reduction in the carpet area within the defined limit then Developers/ Promoters shall refund the excess money paid by Purchaser/s/ Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s/ Allottee/s. If there is any increase in the carpet area allotted to Purchaser/s/ Allottee/s, the Developers/ Promoters shall demand additional amount from the Purchaser/s/ Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause (_____) of this Agreement.

- D) The Purchaser/ Allottee authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her in any head(s) of dues including (i) all taxes and outstanding, (ii) liquidated damages against losses that may accrue to the Developer/Promoter by reason of any termination (including any diminution in sale price or market price of said Flat/shop/office/ units at the time of termination), (iii) brokerage fees, (iv) amount of Interest payable by the Purchaser/Allottee in terms of this Agreement from date of default in payment , and /or against lawful outstanding, if any, in his/her name as the Developer/Promoter may in its sole discretion deem fit and the Purchaser/ Allottee undertakes not to object/demand/direct the Developer/ Promoter to adjust his/her payments in any manner. It is clarified and the Purchaser/Allottee accords his/ her irrevocable consent to the Developer/Promoter to appropriate any payment made by him/her, notwithstanding any communication to the contrary.
- E) The lump sum consideration mentioned in Clause 7 above is agreed and decide with understanding that in addition to the said consideration above the Purchaser/Allottee shall require to pay other amounts mentioned in other clauses of this Agreement.

14. The Developers/ Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser/s/ Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said premises.

15. Time is essence for the Developers/ Promoters as well as the Purchaser/s/ Allottee/s. The Developers/ Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s/ Allottee/s and the common areas to the association of the Purchaser/s/ Allottee/s after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser/s/ Allottee/s make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers/ Promoters as provided in clause "7" herein above ("Payment Plan").
16. The Developers/ Promoters shall have first lien and charge on the said premises agreed to be acquired by the Purchaser/s/ Allottee/s in respect of any unpaid amount payable by the Purchaser/s/ Allottee/s to the Developers/Promoters hereunder. It is essential and integral term and condition of this Agreement, that only upon payment of full amount of the purchase price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its respective due date/s without any default by the Purchaser/s/ Allottee/s to the Developers/ Promoters (and not otherwise), will the Purchaser/s/ Allottee/s have or be entitled to claim any rights against the Developers/ Promoters under this Agreement and / or in respect of the said premises.
17. The Developers/ Promoters hereby declares that the Floor Space Index available as on date in respect of the said building is 00-38-20(H-R-P) plot area (total Construction area _____ sq.-mtrs.) and Developers/Promoters have planned to utilize Floor Space Index of 00-38-20 (H-R-P) plot area only (total Construction area _____ sq.-mtrs.) or more FSI as may be available on payment of premiums, FSI available by way of

outside TDR, FSI available as free or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers/Promoters have disclosed that the Floor Space Index of 00-38-20 (H-R-P) plot area only (total Construction area _____ sq.-mtrs.) or more FSI as may be available as proposed to be utilized by them in the said building and Purchaser/s/ Allottee/s has agreed to purchase the said premises based on the proposed construction and sale of said premises to be carried out by the Developers/ Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers/ Promoters only.

18. The Purchaser/ Allottee has perused all the documents of title relating to the said property including all the documents and copies of the permissions mentioned in the recital hereinabove and also the plans, designs and specifications prepared by the Developer's/ Promoter's Architect, the Certificate of title, revenue records and all other documents as specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under. The Purchaser/s/ Allottee/s hereby confirms and consents to the irrevocable right of the Developers/ Promoters to develop the said building and deal with and dispose of the buildings including the said Building and/or all other unsold flats and car parks in the manner deemed fit by the Developers/ Promoters without any further or other consent or concurrence.
19. It is agreed and confirmed by the Purchaser/s/Allottee/s that the termination and cancellation of this Agreement under any of the terms, conditions and provisions of the Agreement following shall forthwith apply and bind the Purchaser/s/Allottee/s:

- A) The Purchaser/s/Allottee/s shall cease to have any right, title and interest, claim or demand in or to the said premises and the parking space/s under this Agreement and the Developers/ promoters shall be fully and freely entitled without any objection or obstructions to allot and sell, deal with and/ or otherwise encumber, alienate or dispose off the same in such manner and for such consideration and on such terms and conditions as the Developer/ Promoters deems fit, in its discretion.
- B) The Purchaser/s/Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the said premises and/or the parking spaces as a result of any increase in market price or as a result of any accretion or improvement that may have been made or installed at the request of the Purchaser/s/ Allottee/s or otherwise arising howsoever.
- C) Any Mortgage, Charge, Lien or security interest created by the Purchaser/s/Allottee/s over the said premises and/or the Purchaser/s/Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged without any act, deed, matter or thing required to be done, executed or performed.
- D) The Purchaser/s/ Allottee/s agrees not to do or omit to do or cause to be done by any party known to him/ her/ them any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the building/ project/ larger property or the Company or its representatives. In the event the Purchaser/s/ Allottee/s does or omit to do any such rights or remedies available in

Law, have the option to terminate this Agreement sending the Developers/ Promoters Notice of Termination.

E) In the event the construction of the Wing or Floor of the said building in which the said premises is located has been stopped for a period of more than 1 (one) year due to applicable Law, the Developers/ promoters shall have the option to terminate this Agreement sending the Notice of Termination.

20. The Purchaser/s/ Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and save harmless at all times, the indemnified parties and their estates and effects against all loss or damage and/ or any suits, actions, proceedings or notices that they or any of them may sustain and suffer and all costs, charges and expenses that they or any of them may incur by reason or as a result of (a) any failure, breach, default, non observance, or non-compliance by the Purchaser/s/ Allottee/s of any of the terms, conditions and provisions of this Agreement and/ or (b) any accident or injury caused to, or suffered by the Purchaser/s/Allottee/s or his/ her/ their/ its family members, guests, servants, agents, representatives and any person/s residing in or occupying or entering upon, the whole project including any persons visiting the Purchaser/s/ Allottee/s or his/ her/their/ it family, guests or visitors or staff and all persons claiming through or under them or any of them.

21. The Developers/ Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):

A) If the Purchaser's/ Allottee's delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement

or otherwise;

- B) If the Purchaser/s/ Allottee/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of approval of the building plans, Commencement Certificate and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- C) If the representation, declarations and/or warranties etc. made by the Purchaser/s/ Allottee/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s/ Allottee/s is untrue or false;
- D) If the Purchaser/s/ Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up;
- E) If the Purchaser/s/ Allottee/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- F) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s/ Allottee/s or in respect of all or any of the assets and/or properties of the Purchaser/s/ Allottee/s.
- G) If the Purchaser/s/ Allottee/s have received any notice from the Government of India (either Central, State or Local) or foreign Government for the Purchaser/s/

Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them.

H) In the above circumstances if Developers/ Promoters terminates this Agreement then in such event the Developers/ Promoters shall be entitled to deduct 10% of the Agreement value and Goods and Service Tax paid by the Developers/ Promoters on amount of deposit paid by the Purchaser/s/ Allottee/s and remaining amount shall be refunded as provided under RERA.

22. In the event, the Purchaser/s/ Allottee/s desire/s to cancel the allotment of the said premises, then the earnest money or 10% of agreement value, whichever is higher, paid by the Purchaser/s/ Allottee/s shall stand forfeited and the Purchaser/s/ Allottee/s shall not be entitled to such earnest money or 10% of agreement value, whichever is higher, paid by him/ her/ them to the Developers/ Promoters. The Purchaser/s/ Allottee/s shall also have to bear and pay to the Developers/ Promoter, at the time of cancellation, the brokerage charges (if the said premises is purchased through the broker), which brokerage shall have been already paid by the Developers/ Promoters to the broker. The Developers/ Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s/ Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Developers/ Promoters from the Purchaser/s/ Allottee/s till the time of such cancellation. The Developers/ Promoters shall return the balance amount from the Sale Price (if any) to the Purchaser/s/ Allottee/s

only after the said premises is sold to new prospective Purchaser/s/ Allottee/s and the Developers/ Promoters have received entire sale price of the said premises from such prospective Purchaser/s/ Allottee/s.

23. The fixtures and fittings with regard to the flooring, sanitary fittings and amenities like one or more lifts to be provided by the Developers/Promoters in the said building and the said premises as are set out in Annexure 'IX', annexed hereto.
24. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Developers/Promoters in the said building and the Flat/Apartment as are set out in Annexure 'IX', annexed hereto.
25. The Promoter/ Developer shall give possession of the Flat/Apartment to the Purchaser/s/ Allottee/s on or before _____. If the Promoter/ Developer fails or neglects to give possession of the Flat/Apartment to the Purchaser/s/ Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter/ Developer shall be liable on demand to refund to the Purchaser/s/ Allottee/s the amounts already received by them in respect of the Flat/Apartment with interest at the same rate as may mentioned in the clause ___ herein above from the date the Promoter/ Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter/ Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/Apartment is to be situated is delayed on account of -
 - I) war, civil commotion or act of God;
 - II) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- III) Any other circumstances that may be deemed reasonable by the Authority
- IV) any stay order/ Injunction order issued by the Court of Law, Tribunal, Competent Authority, B.N.C.M.C., Statutory Authority, High Power Committee, etc
- V) Reasons beyond the control of the Developer
- VI) Non-availability of steel and/or cement or any such building material water, raw materials, sand or by reason of war, civil commotion or any act of God or any prohibitory order passed of any Court against development of said property; or
- VII) Delay in grant of any NOC/permission/Licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Flat/road or completion certificate from appropriate authority

26. It is hereby expressly clarified, agreed and understood between the parties here to that:

- a. The Developers/ Promoters hereby declare that no part of the FSI relating to the said Building has been utilized by the Developers/ Promoters elsewhere for any purpose whatsoever subject to approval of B.N.C.M.C. for utilization of TDR;
- b. The entire unconsumed and residual F.S.I. if any in respect of the said Property, and the entire increased, additional, incentive and extra F.S.I. which may be at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulation and bye-laws governing the FSI as also the F.S.I. which may be available on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, D.P. Road and/or any change in law, rules or regulations shall at all times absolutely and exclusively belong to and be available to the Developers, free of all costs, charges and payments whether before or after execution of the lease or conveyance in respect of

the said Portion of the land in the layout together with the said building, unto and in favour of the said Association of Purchasers or Society, acquirers of Flats/Shop/Offices/Unit, units, premises etc. in the said building to be constructed on the said Portion of the said property and neither the Purchaser/s/ Allottee/s herein, nor the said Association/Society shall have or claim any right, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity.

- c. In the event of any further or additional/incentive FSI becoming available in respect of the said Property at any time hereafter whether before or after execution of lease/conveyance of the said Portion in favour of the said Association then the Developers/ Promoters alone shall be entitled to the same;

- d. It is further agreed, declared and confirmed that all the additional or increased FSI or compensatory FSI, shall belong to the Developer/ Promoter only and the Developer/ Promoter only shall be entitled to construct the additional premises by utilization of all the balance or additional or increased FSI, or compensatory FSI, or the FSI of some outside property (i.e. outside TDR) and the Developers/ Promoters shall be entitled to sale and dispose off the premises in additional construction on ownership basis to prospective buyers on such terms and conditions as the Developers/ Promoter may deem fit and proper without any reference to the Purchaser /s/Allottee Further the Purchaser/s/ Allottee/s will not be entitled to make any claim in such additional construction carried out by utilization of additional or balance or compensatory FSI/TDR. It is clarified that all other rights directly or indirectly attached to and of and in the said property including its further and future development by use of additional FSI/TDR as also open terrace above the top floor of the

said building shall remain the personal property of the Developers/ Promoters and it shall always be entitled to and at liberty to exclusively utilize the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose off the right of the said terrace or portion or portions thereof to any other person. The Purchaser/s/ Allottee/s shall not be entitled to raise any objection to such exclusive use or transfer by the Developers/ Promoters of the open terrace. The only obligation of the Developers/ Promoters shall be to provide in or above the open terrace space for water storage tank and/or lift machinery and to permit restricted access thereto to the society/body corporate to be formed by the Purchaser/s/ Allottee/s and other Purchasers.

- e. The Developers/ Promoters alone shall have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on the said Property as may be permitted by law execution of lease/conveyance in favor of the said Association/Society and thereafter on the said Retained Portion for the purpose of extending the said buildings thereon or any of them horizontally or vertically at the sole discretion of the Developers/ Promoters and/or for constructing any new additional structures and floors thereon or in any of them, and/or otherwise howsoever, as the Developers/ Promoters may desire and deem fit and proper;
- f. The lift machine room and water tank shall be located in the common terrace above the top most floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Developers/ Promoters in future at any stage and/or time in terms of this Clause. Neither the Purchaser/s /Allottee/s nor the said Association nor its members will have any right/authority/power to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the

- purpose of inspection and maintenance of lift, lift room and watertanks;
- g. The said Association/Society shall admit as its members all Purchaser/s/Allottee/s of such new and additional Shop/Office/Flat/ Unit whenever constructed on the said building or any of them;
 - h. The right to deal with and allot such new and additional tenements, Shop/Office/Flat/Unit, premises, floors, extensions, building and structures shall absolutely belong to the Developers/Promoters and neither the Purchaser/s / Allottee/s herein, nor the said Association shall have or claim any right, title, benefits or interest whatsoever in respect thereof, and the Developers/ Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, and neither the Purchaser/s / Allottee/s nor the said Association shall raise any dispute or objection thereto and the Purchaser/s / Allottee/s hereby grant/s his/her/their irrevocable consent/s to the same;
 - i. The Purchaser/s / Allottee/s shall not be any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clauses, or to Developers/ Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Developers/ Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused due to putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;
 - j. It is agreed and understood that the Developers/ Promoters shall

at any time be entitled to amalgamate the said Property with any other adjacent property which it may have already purchased/acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property in accordance therewith. The Purchaser/s / Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property by the Developers/ Promoter ;

- k. Each of the aforesaid consents given by the Purchaser/s / Allottee/s shall be deemed to be specific written consent granted by the Purchaser/s / Allottee/s to the Developers/ Promoters under section 7 of the MOFA.
- l. The Developer/ Promoter shall give possession of the said Premises to the Purchaser/ Allottee on or before _____ or such extended time limit including for the reason mentioned herein below. If the Developer/ Promoter fails or neglects to give possession of the said Premises to the Purchaser/ Allottee on account of reason beyond its control and/ or of its agents by the aforesaid date than the Developer/ Promoter shall be liable on demand to refund to the Purchaser/ Allottee the amounts already received by it in respect of the said Premises with interest at the same rate as may mentioned in the Clause____ herein above from the date of the Developer/ Promoter received the sum till the date amount and interest thereon is repaid provided such refund shall be made only upon the Purchaser/ Allottee execute in advance the necessary Deed of Cancellation and get the same registered. The time limit is subject to Force Majeure Event as well as subject to any policy/ rule/ decision/ circular etc. of B.N.C.M.C./ Government/ Public Bodies having adverse situation in obtaining of such permission/ further permission / further approval/ extension of time if taken by any authorities in grant of such permission/ approval/ further approval/ extension of any

permission already granted or to be granted or any certificate in carrying out and completing the entire construction of the building or any litigation by any person/s in respect of the said Property or any circumstances beyond the control of the Developer/ Promoter, as well as any time taken in perfecting all government revenue records as may be required by B.N.C.M.C. It is certified that if any Government authority/ any authority of B.N.C.M.C. / any public bodies delays in grant of any permission / approval/ renewal, the Developer/ Promoter shall not be responsible in any manner whatsoever for delay in carrying out construction and/ or completing the construction. The Purchaser/ Allottee is fully aware that mainly the construction is delayed on account of various permissions/ renewals are not being timely granted by Government Authorities/ Authorities of Corporation/ Public Bodies and for such the Developer/ Promoter shall not be responsible in any manner whatsoever.

Provided that the Developers/ Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of -

- A) war, civil commotion or act of God;
- B) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- C) any other circumstances that may be deemed reasonable by the Authority
- D) any stay order/ Injunction order issued by the Court of Law, Tribunal, Competent Authority, B.N.C.M.C., Statutory Authority, High Power Committee, etc.

27. The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with necessary formalities as laid down in foreign Exchange Management Act 1999, Reserve Bank of

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

28. The Developer/ Promoter accept no responsibility in this regards. The Purchaser/Allottee shall keep the Developer/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Developer/ Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/ Promoter shall not be responsible towards any third party making payments/remittances on behalf of any Purchaser/ Allottee and such third party shall not have any right in the application/allotment of the said Flat/shop/office/units applied for herein in any way and the Developer/ Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottees only.

29. PROCEDURE FOR TAKING POSSESSION:

- a. The Developers/ Promoters, upon obtaining the occupancy certificate from B.N.C.M.C. and/ or the competent authority and the payment made by the Purchaser/s/ Allottee/s, as per the agreement shall offer in writing the possession of the [said premises], to the Purchaser/s/ Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developers/ Promoters shall give possession of the [said premises] to the Purchaser/s/ Allottee/s. The Developers/ Promoters agrees and undertakes to indemnify the Purchaser/s/ Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers/ Promoters. The Purchaser/s/ Allottee/s agree(s) to pay the maintenance charges as determined by the Developers/ Promoters or association of Purchaser/s/ Allottee/s, as the case may be. The Developers/ Promoters on their behalf shall offer the possession to the Purchaser/s/ Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- b. The Purchaser/s/ Allottee/s shall take possession of the said premise within 15 days of the written notice from the Developers/ Promoters to the Purchaser/s/ Allottee/s intimating that the said premises are ready for use and occupancy:
- c. Failure of Purchaser/s/ Allottee/s to take Possession of said premises Upon receiving a written intimation from the Developers/ Promoters as per clause ____, the Purchaser/s/ Allottee/s shall take possession of the said premises from the Developers/ Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers/ Promoters shall give possession of the [said premises] to the Purchaser/s/ Allottee/s. In case the Purchaser/s/Allottee/s fails to take possession within the time provided in clause ____ then such Purchaser/s /Allottee/s shall continue to be liable to pay maintenance charges as applicable.

30. If the Developers/ Promoters fails to abide by the time schedule for completing the project and handing over the [said premises] to the Purchaser/s/Allottee/s, the Developers/ Promoters agrees to pay to the Purchaser/s/ Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s/ Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/ Allottee/s agrees to pay to the Developers/ Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s/ Allottee/s to the Developers/ Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/ Allottee/s to the Developers/Promoter.
31. Without prejudice to the right of Developers/ Promoters to charge interest in terms of sub clause above, on the Purchaser/s/ Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/s/ Allottee/s to the Developers/ Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s/ Allottee/s committing three defaults of payment of installments, the Developers/ Promoters shall at their own option, may terminate this Agreement:

Provided that, Developers/ Promoters shall give notice of fifteen days in writing to the Purchaser/s/ Allottee/s, by Registered Post AD at the address provided by the Purchaser/s/ Allottee/s and mail at the e-mail address provided by the Purchaser/s/ Allottee/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s/ Allottee/s fail to rectify the breach or breaches mentioned by the Developers/ Promoters

within the period of notice then at the end of such notice period, Developers/ Promoters shall be entitled to terminate this Agreement and shall have right to dispose of the said premises as they deem fit and proper for their own benefit.

Provided further that upon termination of this Agreement as aforesaid, the Developers/ Promoters shall refund to the Purchaser/s/ Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers/ Promoter). The Developers/ Promoters shall return the aforesaid balance amount payable by the Developer to the purchaser (if any), only after the said premises is sold to new prospective Purchaser/s/ Allottee/s and the Developers/ Promoters have received entire sale price of the said premises from such prospective Purchaser/s/ Allottee/s.

(a) If within a period of five years from the date of handing over the said premises to the Purchaser/s/ Allottee/s, the Purchaser/s/Allottee/s brings to the notice of the Developers/ Promoters any structural defect in the said premises or the building in which the said premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers/ Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s/ Allottee/s shall be entitled to receive from the Developers/ Promoters, compensation for such defect in the manner as provided under the Act.

(b) Provided if such defects have been caused by reason mentioned in Clause 29(d) herein or by reason of the default and/ or negligence of the Purchaser/ Allottee/s and /or any other Purchaser/ Allottees in the Real Estate Project or act of third party(ies) or on account of any additions/alterations/ modifications/ retiling/ refitting/ resifiting of any amenity/ change of any sanitary materials and/ or connections thereof

is made by Purchaser/ Allottee or any other Purchaser/ Allottee of the premises in the said Building in his/her flats/shops/offices/units the Developer/ Promoter shall not be liable to carry out repairs occurring in the said Building due to such additions and alterations.

(c) The Purchaser/ Allottee/s is/ are aware that the said Wings/ Building is a monolithic structure and any change(s), alteration(s), including breaking of walls or any structural changes or the construction of any new wall or structural member may adversely impact the said Wings/ Buildings at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer/ Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and Purchaser/ Allottee/s/the Society/ the Apex Body shall have no claims(s) of whatsoever nature against the Developer/ Promoter in this regard.

32. (a) The Developer/ Promoter has appointed/will appoint, third party contractor(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Developer/ Promoter and the Purchaser/Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).

(b) In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/ beams may deflect due to self-weight, imposed load, creep and/ or shrinkage Phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/ Allottee/s may come across cracks in finishes, flooring, slab, gypsum, ceiling etc. as a result of such slab/beam deflection and also caused due to any renovation and/ or alteration etc. carried out by the Purchaser/ Allottee/s and any other Purchaser/

Allottee/s occupants of the other flats/ shops/ offices/units in Real Estate Project, the Purchaser/ Allottee/s agree(s) and convents(s) not to hold the Developer/ Promoter liable and/ or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Purchaser/ Allottee/s and or any other Purchaser/ Allottee/s/occupants of The Real Estate Project and the Purchaser/ Allottee/s shall not raise any claim(s) against the Developer/ Promoter in this regard.

(c) All materials including marble, granite, tiles, flooring, timber, etc., contain veins and grains with tonality differences and though the Developer/ Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Developer/ Promoter shall not be responsible and/or liable for the same and the Purchaser/ Allottees shall not raise any claim(s) against the Developer/ Promoter in this regard.

33. The Purchaser/s/ Allottee/s shall use the said premises or any part thereof or permit the same to be used only for the specified purpose as allowed under local rules regulations. He/ She/ they shall use the parking space only for purpose of keeping or parking his/her own vehicle.
34. a) For this purpose, the Purchaser/ Allottee/ s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents and necessary for the admission of the membership in the society known as "SAIRAJ HEIGHTS". No objection shall be taken by the Purchaser/Allottee/s if any changes or modifications are made in the draft /final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser /Allottee/s also accept(s) and agree(s)

that certain changes may be required to the application form and other writing including the society register to be filled up, including deletion and substitution of the Purchaser/ Allottee/s/ other Purchaser/Allottees in the said Building consequent to sale and transfer of the said Premises/ their respective premises and the Purchaser/Allottee/s shall not object to the same.

b)The Society shall admit all Purchaser/Allottee/s of the flats/ shops/ offices/ and units in the said Building as members, in accordance with its bye-laws.

c) The said Developer/ Promoter herein shall be entitled, but not obliged to join as a member of the Society in respect of unsold premises in the said Building if any. Notwithstanding anything contrary and/or inconsistent to mention elsewhere in this Agreement the Developer/ Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, un-alloted/unassigned car parking spaces, common areas, facilities and amenities.

d)The Developers/Promoters herein shall handover lawful, vacant, peaceful, physical possession of the common area, facilities, amenities, open space, lobbies, staircases, terraces, fitness centre(if constructed) in respect of the said Building to the Society.

35. Within 15 days after notice in writing is given by the Developers/ Promoters to the Purchaser/s/ Allottee/s that the said premises is ready for use and occupancy, the Purchaser/s/ Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the project land and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project

land and the said building. Until the Management is not handed over to the society, the Purchaser/s/ Allottee/s shall pay to the Developers/ Promoters such proportionate share of outgoings as may be determined. The Purchaser/s/ Allottee/s further agrees that till the Purchaser/s/ Allottee/s share is so determined the Purchaser/s/ Allottee/s shall pay to the Developers/ Promoters **provisional monthly contribution of Rs.5/- Per Sqft. i.e. (On RERA carpet of the flat), per month towards the outgoings.** The amounts so paid by the Purchaser/s/ Allottee/s to the Developers/ Promoters shall not carry any interest and remain with the Developers/ Promoters until a transfer of management of building to the society.

36. Before taking physical possession and there after whenever required the Purchasers/ Allottees shall sign, seal and deliver all paper in writing as may be necessary i.e letter of Possession, Electric and water supply forms, transfer forms, etc to the Developers/ Promoters.
37. The Purchaser/ Allottee shall on or before delivery of possession of the said Premises shall pay to the Developer/ Promoter, the following amounts:-
- A) Rs.500/-plus Rs. 100/- per person for share money, application entrance fee of the Society.
 - B) Rs. 25,000/- for formation of Society and legal expenses for documents.
 - C) Rs. 50,000/- for water, Electric, and other utility and services connection charges and electrical receiving and substation provided in Layout.
 - D) Rs. 30,000/- for deposit towards provisional monthly contribution towards outgoings of Society for 12 months only.
 - E) Rs. 1,00,000/- for Infrastructure/Development charges.

Total Rs. 2,05,600/- (Rupees Two Lakhs Five Thousand Six Hundred only).

38. The Purchaser/s/ Allottee/s shall pay to the Developers/ Promoters a sum of Rs. **15,000/- (Rupees Fifteen Thousand Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Developers/ Promoters in connection with this Agreement.
39. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS/ PROMOTERS
- a. The Developers/ Promoters/Society have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - b. The Developers/ Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c. There are no encumbrances upon the land and its appurtenant area of the building to be constructed, which is disclosed as per Title Report.
 - d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all

approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developers/ Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- f. The Developers/ Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/ Allottee/s created herein, may prejudicially be affected;
- g. The Developers/ Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser/s/ Allottee/s under this Agreement;
- h. The Developers/ Promoters confirm that the Developers/ Promoters are not restricted in any manner whatsoever from selling the said [premises] to the Purchaser/s/ Allottee/s in the manner contemplated in this Agreement;
- i. At the time of execution of the Conveyance Deed of the structure to the association/society of Purchaser/s/ Allottee/s the Developers/ Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s/Allottee/s.
- j. The Developers/ Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) have been received or served upon the Developers/ Promoters in respect of the project land and/or the Project except those disclosed in the title report.
40. The Purchaser/s/ Allottee/s himself/herself/ themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Developers/ Promoters as follows:-
- a. To maintain the said premises at the Purchaser/s/ Allottee/s own cost in good and tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required.
 - b. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said premises is situated, including entrances of the said building in which the said premises is situated and in case any damage is caused to the said building in which the said premises is situated or

the said premises on account of negligence or default of the Purchaser/s/ Allottee/s in this behalf, the Purchaser/s/ Allottee/s shall be liable for the consequences of the breach.

- c. To carry out at his/ her/ their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers/ Promoters to the Purchaser/s/ Allottee/s and shall not do anything in or to the said building in which the said premises is situated or the said premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s/ Allottee/s committing any act in contravention of the above provision, the Purchaser/s/ Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said premises is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said premises without the prior written permission of the Developers/ Promoters and/or

the Society or the Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the said building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the said building in which the said premises is situated.
- g. Pay to the Developers/ Promoters within fifteen days of demand by the Developers/Promoter, his/her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building in which the said premises is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser/s/ Allottee/s for any purposes other than for purpose for which it is sold.
- i. The Purchaser/s/ Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s/ Allottee/s to the Developers/ Promoters under this Agreement are fully paid up and specific Noc is obtained from the Developers/ Promoters.
- j. The Purchaser/s/ Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s/ Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the said premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k. Till a conveyance of the structure of the said building in which the said premises is situated is executed in favour of Society/Limited Society, the Purchaser/s/ Allottee/s shall permit the Developers/ Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- l. Not to change the user of the said premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- m. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building and not to cover/enclose the planters and service ducts or any of the projections from the said premises, within the said Premises, not to chisel or in any other manner cause

damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said premises without the prior written permission of the Developers/ Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the F.S.I potential of the said property/building.

- n. Not to affix any fixtures or grills on the exterior of the said building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said premises. The standard design for the same shall be obtained by the Purchaser/s/ Allottee/s from the Developers/ Promoters and the Purchaser/s/ Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Developers/ Promoter. If found that the Purchaser/s/ Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Purchaser/s/ Allottee/s has/have affixed a grill having a design other than the standard approved design, the Purchaser/s/ Allottee/s shall, on each such occasion, pay to the Developers/ Promoters a penalty of Rs. 5,000/- (Rupees Five Thousand only) per month, till it is changed and rectified.
- o. The aforesaid penalty/ies shall be payable by the Purchaser/s/ Allottee/s in addition to the cost of rectification for the default committed. In the event the Purchaser/s/ Allottee/s fails to pay the penalty and (rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Developers/ Promoters at his/her/their own cost, then the Developers/ Promoters through its agents, shall have

a right to enter upon the said premises and dismantle at the Purchasers'/Allottee/s cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

- p. Not to delay / default in payment of the amounts to be paid to the Developers/ Promoters in addition to the amounts collected in Clause above and pay within 10 days of demand by the Developers/ Promoter, their share of security deposit demanded by any concerned local authority or government, BNCMC for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said building.
- q. Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- r. Not to transfer or assign the Purchasers'/ Allottee/s right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said premises without the prior written consent of the Developers/ Promoters/ organizations of the said building. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Developers/ Promoters herein.
- s. Shall not violate and shall abide by all rules and regulations framed by the Developers/ Promoter/ its designated Project Manager or by the said Society, for the

purpose of maintenance and up-keep of the said building and in connection with any interior / civil works that the Purchaser/s/ Allottee/s may carry out in the said premises.

- t. Shall not violate and shall observe and perform all the rules and regulations which the said Organizations may have 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 premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned society, local authority and of government and other public bodies. The Purchaser/s/ Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said society regarding the occupation and use of the said premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- u. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said building.
- v. Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Said Premises and keep the same unenclosed at all time. The Developers/ Promoters shall have the right to inspect the Said Premises at all times and also to demolish any such

addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s/ Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Said Premises to its original state.

- w. Not to permit any person in the employment of the Purchaser/s/ Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said building such as passage, lobby, stair case and / or any part of the said property.
- x. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and not with standing anything contained to the contrary herein and without prejudice to all other rights that the Developers/Promoters may have against the Purchaser/s/ Allottee/s either under this Agreement or otherwise, the Developers/ Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions consequences as mentioned in clause 42 and the Sale Price in respect of the Said Premises shall stand forfeited and the Developers/ Promoters shall be entitled to deduct from the payments made by the Purchaser/s/ Allottee/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Purchaser/s/ Allottee/s, however if such payments are inadequate, the Developers/ Promoters shall be entitled to recover further amounts from the Purchaser/s/ Allottee/s to compensate for the damage so caused and the Purchaser/s/ Allottee/s hereby consents to the same. The decision of the Developers/ Promoters in that regard shall be final and binding upon the Purchaser/s/

Allottee/s and the Purchaser/s /Allottee/s shall not dispute the decision of the Developers/ Promoters in this regard.

47. In addition to the aforesaid conditions, the Purchaser/s/ Allottee/s further binds himself/herself/themselves in respect of the Said Premises and covenants as under:
- a. Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the Said Premises, said Building or the said property or any part thereof or do anything which shall cause nuisance, annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developers/ Promoters. Further the Purchaser/s/ Allottee/s shall not keep pets and/or domesticated animals in or upon the Said Premises, the said building or the said property or any part thereof.
 - b. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Said Premises and/or the said building/ Buildings nor litter or permit any littering in the common areas in or around the Said Premises and/or the said building and at the Purchaser's/ Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Said Premises and/or the said building to the requirement and satisfaction of the Developers/ Promoters and/or relevant government and statutory authorities.
 - c. Shall not do either by himself/herself/ themselves/ itself or any person claiming through the Purchaser/s/ Allottee/s anything which may or is likely to endanger or

damage the said building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said building.

- d. Shall not display at any place in the said building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s/ Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said building or common area therein or in any other place or on the window, doors and corridors of the said building.
- e. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the Said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s/ Allottee/s in such places only as shall have been previously approved in writing by the Developers/ Promoters in accordance with such manner, position and standard design laid down by the Developers/Promoters;
- f. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Developers/Promoters;
- g. Shall cause the said Society to paint the said building at least once in every five years maintaining the original colour scheme even after the said building and said property is vested in favour of the said Society.

- h. The Purchaser/s/ Allottee/s is/ are aware that while the Developers/ Promoters have obtained some of the Approvals, certain other approvals (or amendments to current approvals) may be received from time to time. Having regard to the above position, the purchaser/s/ Allottee/s has/ have entered into this Agreement without any objection or demur and agrees not to raise and waives his/ her/ their right to raise any objection, in that regard.
 - i. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Plot and Building or any part thereof. The Purchaser/s/ Allottee/s shall have no claim save and except in respect of the flats/ offices/ units hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces, will remain the property of the developer/Promoter until the said structure of the building is transferred to the Society/ Limited Company or other body and until the Project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.
48. The Developers/ Promoters shall maintain a separate account in respect of sums received by the Developers/ Promoters from the Purchaser/s/ Allottee/s as advance or deposit, sums received on account of the share capital for the Co-operative Society or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.
49. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Building or any part thereof. The Purchaser/s/ Allottee/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/ her/them and all open spaces, parking spaces, lobbies,

staircases, terraces recreation spaces, will remain the property of the Developers/ Promoters until the handing over of the management of the building to the society.

50. DEVELOPERS/ PROMOTERS SHALL NOT MORTGAGE OR CREATE ACHARGE

After the Developers/ Promoters executes this Agreement they shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/ Allottee/s who has taken or agreed to take such said premises.

51. The Purchaser/s Allottee/s hereby confirms and consents to the irrevocable right of the Developers/ Promoters to construct and sell the said building/structures on the said property and/or additional floors on the said Building being constructed /proposed to be constructed on the said property in the manner deemed fit by the Developers/ Promoters without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser/s/Allottee/s.

52. The Purchaser/s/ Allottee/s hereby expressly consent to the Developers/ Promoters for re-designing the said building or increasing number of floors, adding more building or buildings or the recreation area or realigning any internal road, recreation area and passages and such other area or areas which the Developers/ Promoters may desire to realign and re-design and if the said Building and/or other buildings and/or layout etc. in which the Purchaser/s/ Allottee/s has/have agreed to acquire the said premises is completed earlier than other building/s structures, then the Purchaser/s/ Allottee/s confirm that the

Developers/ Promoters will be entitled to utilize F.S.I., TDR and all the benefits, potentials, advantages etc. presently available, and till all the aforesaid FSI, TDR is fully utilized by the Developers/ Promoters.

53. It is expressly agreed that all other unsold Flats / Shops/Offices/Units, car parks shall be the sole and absolute property of the Developers/ Promoters even after the charge of the said property together with the said Building is handed over to the Society by the Developers/ Promoters and even after the vesting of the said property and the said Building in favour of the Society.
54. The prospective purchaser/s/ Allottee/s undertake that he/ ,she/ they is/ are well aware about the Waste Management Rules. He/she/they shall always use separate Baskets/garbage bags for dry and wet garbage's.
55. The developers/ Promoters have informed the purchaser/s/ Allottee/s about utilization of TDR FSI. The members accept, admit and confirm that he/she/they are aware about utilization of TDR FSI and shall not raise any grievances in the future for deficiency of open space area.
56. The Purchaser/s/ Allottee/s shall at no time demand partition of the said Building and/or said property premises etc. and /or/his/her/their interest, if any, therein and the same shall never be partitioned.
57. The Purchaser/s/ Allottee/s, if resident outside India shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and rules made there under or any statutory amendments/ modifications made thereof and all other applicable laws including that of remittance

of payment, acquisition/ sale/ transfer of immovable properties in India, etc and provide the Developers/ Promoters with such permission, approvals which would enable the Developers/ Promoters to fulfill its obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable Law. The Purchaser/s/ Allottee/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ they shall be liable for action under the FEMA, as amended from time to time. The Purchaser/s/ Allottee/s shall keep the Developers/ Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s/ Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s/ Allottee/s to intimate immediately and comply with necessary formalities if any under the applicable laws. The Developers/ Promoters shall not be responsible towards any third party making payment/ remittance on behalf of any Purchaser/s/ Allottee/s and such third party shall not have any right in the application/ allotment of the said premises applied for herein in any way and the Developers/ Promoters shall be issuing the payment receipts in favour of the Purchaser/s/ Allottee/sonly.

58. The Purchaser/s/ Allottee/s hereby nominates _____
_____ having address at _____
_____,
who is _____ of the Purchaser/s/ Allottee/s as
his/her/their nominee in respect of the Said Premises. On the
death of Purchaser/s/ Allottee/s, the said _____

("the said Nominee") shall assume all the obligations of the Purchaser/s/ Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Purchaser/s/Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developers/ Promoters shall only recognize the said Nominee or the nominee substituted by the Purchaser/s/ Allottee/s (only if such substitution has/have been intimated to the Developers/ Promoters in writing) and deal with him/ her/ them in all matters pertaining to the Said Premises. The heirs and legal representatives of the Purchaser/s/ Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Developers/ Promoters shall at their own discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Developers/ Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developers/ Promoters as may be necessary and required by the Developers.

59. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s/ Allottee/s by the Developers/ Promoters does not create a binding obligation on the part of the Developers/ Promoters or the Purchaser/s/ Allottee/s until, firstly, the Purchaser/s/ Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s/ Allottee/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developers/ Promoter. If the Purchaser/s/ Allottee/s fails to execute and deliver to the Developers/ Promoters this Agreement

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

60. ENTIRE AGREEMENT

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

61. RIGHT TO AMEND

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

62. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/ALLOTTEE/S/SUBSEQUENT PURCHASER/S/ALLOTTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the said premises, in case of a transfer, as the said

obligations go along with the said premises for all intents and purposes.

63. SEVERABILITY

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

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

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

65. 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.

66. PLACE OF EXECUTION

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

67. The Purchaser/s/ Allottee/s and/or Developers/ Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers/ Promoters will attend such office and admit execution thereof.

68. That all notices to be served on the Purchaser/s/ Allottee/s and the Developers/ Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s/ Allottee/s or the Developers/ Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF PURCHASER/S/ ALLOTTEE/S:

**MR. SANTOSH RAGHUNATH KUMBHAR &
MRS. ARCHANA SANTOSH KUMBHAR**

Notified Email ID: _____

NAME OF DEVELOPERS/PROMOTERS:

M/S. VPM JAIRAJ DEVELOPERS

Office at A 001/002 Ground Floor,
Sai prasad CHS, Off Mira-Bhayandar Road,
Near Shiv Om Hospital,

Mira Road East, Thane – 401107.

Notified Email ID: _____

It shall be the duty of the Purchaser/s/ Allottee/s and the Developers/ Promoters to inform each other of any change in address subsequent to the execution of this Agreement at the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers/ Promoters or the Purchaser/s/ Allottee/s, as the case maybe.

69. All notices to be served on the Purchaser/s/ Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s/ Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address herein before mentioned

70. For the purposes of this transaction, the details of the PAN of the Developers/Promoters and the Purchaser/s/ Allottee/s are as follows:

(i)	Developers/Promoters	P.A.NO.
	M/S. VPM JAIRAJ DEVELOPERS	AAKFV-7380-C
(ii)	Purchaser/s/Allottee/s	P.A.NO.
	MR.SANTOSH RAGHUNATH KUMBHAR	
	AJAPK3593P	
	MRS. ARCHANA SANTOSH KUMBHAR	EIBPK1337P

71. **PAYMENT OF STAMPDUTY, REGISTRATION CHARGES, GST:**

- A) Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Purchaser/s/Allottee/s.
- B) GST:- The charges towards GST of this Agreement shall be

borne and paid by the Purchaser/s/Allottee/s.

- C) TDS: The Purchaser/s/Allottee/s shall be free to deduct applicable TDS, as per law from the consideration amount payable to the Developers/ Promoters and furnish the applicable TDS certificate within time limit to the Developers/ Promoters. If the Purchaser/s/Allottee/s fail to furnish applicable TDS certificate within the time frame as prescribed under the law, the Purchaser/s/Allottee/s shall be liable to pay the said deducted TDS amount along with penalty which shall be equivalent to the TDS amount.

72. The Purchaser/s/ Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said property, said building and the Said Premises and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s/ Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

73. JOINT PURCHASER/S/ALLOTTEE/S

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

74. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudication Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

75. 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 Thane courts will have the jurisdiction for this Agreement.

THE SCHEDULE I ABOVE REFERRED TO:

All that piece and parcel of Land Bearing Survey No. 4/2/4/4/4/5/4/6 (Old Survey No. 4/Paiki, 4/Paiki,4/Paiki,4/Paiki) Of Village Temghar, Talathi Saja Temghar situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302, admeasuring 00-38-20 (H-R-P) plot area situated thereon assessed with Nizampur City Municipal Corporation and being and situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302, which comes under the limits of BNCMC

THE SCHEDULE II ABOVE REFERRED TO:

All that Office/Flat No. **401**, floor no. **4th**, in building no. **1**, in Wing **A** admeasuring **46.09** sq. mtrs carpet area under RERA in the said building known as "**SAIRAJ HEIGHTS**" to be constructed on the said property with parking space No __ in Land Bearing Survey No. 4/2/4/4/4/5/4/6 (Old Survey No. 4/Paiki, 4/Paiki,4/Paiki,4/Paiki) Of Village Temghar, Talathi Saja Temghar situated at Village Temghar, Talathi Saja Temghar, Taluka Bhiwandi, Nizampur City, Bhiwandi - 421302 within the limits of B.N.C.M.C.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by the within named
"DEVELOPERS/ PROMOTERS

M/S. VPM JAIRAJ DEVELOPERS

P.A.NO : AAKFV-7380-C

Through its partner

1) **MR. ASHIT RAJNIKANT SHAH**

In the presence of _____

Witness: 1. _____

2. _____

SIGNED, SEALED AND DELIVERED by the within named **"THE
PURCHASER/S/ALLOTTEE/S"**

1) **SANTOSH RAGHUNATH KUMBHAR**

P.A.NO: **AJAPK3593P**

2) **ARCHANA SANTOSH KUMBHAR**

P.A.NO: **EIBPK1337P**

In the presence of _____

Witness: 1. _____

2. _____

LIST OF ANNEXURE

- I. TITLE CERTIFICATE
- II. COPY OF 7/12 EXTRACT
- III. ALL THE DOCUMENTS OF TITLE RELATING TO THE SAID PLOT AREA AND ALL OTHER DOCUMENTS MENTIONED IN THE RECITAL HEREINABOVE.
- IV. COPY OF I.O.D.
- V. COPY OF COMMENCEMENT CERTIFICATE.
- VI. ALL THE APPROVALS AND SANCTIONS OF ALL THE RELEVANT AUTHORITIES FOR THE DEVELOPMENT OF THE SAID REAL ESTATE PROJECT INCLUDING THE LAYOUT PLAN, BUILDING PLAN, FLOOR PLAN.
- VII. COPY OF LAYOUT PLAN AS APPROVED BY THE CONCERNED LOCAL AUTHORITY
- VIII. COPY OF RERA CERTIFICATE
- IX. AMENITIES AND SPECIFICATIONS

AMENITIES AND SPECIFICATIONS FOR FLAT

FLOORING	: Vitrified floor tiles in living Room, bed Rooms, Kitchen and passage.
KITCHEN	: Granite cooking platform with stainless steel sink with ceramic/ glazed tiles upto 2 feet above platform.
BATH/ TOILET	: Colored glaze/ ceramic wall tile with 12 X 12 anti-skid flooring.
PLUMBING	: Concealed plumbing with hot and cold water mixture with adequate C.P fittings of good quality.
WINDOWS	: Powder coated aluminum sliding windows with marble/ granite seal.
DOOR	: Decorative entrance door with brace fittings and flush doors in bedroom and Bakelite doors in bathroom/ toilets with marble/ granite frames.
PLASTERING	: Two coat cement finished outside plaster & P.O.P/ gypsum finished inside plasters.
PAINTS	: Good quality cement paint on outer walls and luster/ plastic oil bound washable distemper finished paint.
ELECTRIC	: Concealed copper wiring with adequate points and accessories fittings of good quality.
TELEPHONE	: Concealed telephone lines in living rooms. Intercom security system in all flats connected with watchmen's cabin.
ENTRANCE	: Decorative Entrance Lobby.
LIFTS	: Lifts of reputed company will be provided.

RECEIPT

RECEIVED a sum of Rs. **18,000/- (Rupees Eighteen Thousand Only)** from the within named Purchaser/s being an earnest amount / Part/full and final payment towards the consideration agreed to be paid by them/him/her to us in the following manner -

DATE	CHEQUE NO.	AMOUNT	BANK NAME
28/01/2023	CASH	18,000/-	-

Rs. 18,000 /-

WE SAY RECEIVED

M/S. VPM JAIRAJ DEVELOPERS

(Promoter)

WITNESSES :

1.

2.