

AGREEMENT FOR SALE

THIS ARTICLES OF' AGREEMENT / AGREEMENT FOR SALE is made at Mumbai this ____ day of _____, in the Christian Year Two Thousand Twenty _____

BETWEEN

M/s Nirav Thaker Buildcon L.L.P., (CIN No. ABB-0378) a Limited Liability Partnership Firm registered under the provisions of The Limited Liability Partnership Act, 2008 and having its registered address at 203, Super Market, Monghibai Road, Vile Parle East, Mumbai - 400057, through the hands of its Authorised Partner/Designated Partner/Representative Mr. _____, hereinafter referred to as the “**DEVELOPER /PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being of the said L.L.P. Firm, survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and assigns) of the **ONE PART;**

AND

Mr. _____, (Pan No.: _____) an adult, Indian Inhabitant, having address at _____ hereinafter

referred to as the “PURCHASER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators/partner or partners of the said firm for the time being of the said firm, survivor or survivors of them, the heirs, executors and administrators of the last surviving Partner/successor or successors and permitted assigns) of the **OTHER PART**;

The Developer/Promoter and the Purchaser/s are referred to herein individually as a „Party“ and collectively as “Parties”

WHEREAS-I

1. The SAI-RAJ NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/WR/HSG/TC/2845 of 86-87 located at C.T.S. No. 141 A, Survey No. 80, Hissa No. 1(part), Village Malad North, Taluka: Mumbai Suburban District at Hemu Kalani Cross Road No. 3, Irani Wadi, Kandivali West, Mumbai – 400067, by an application dated 15.01.2014 applied for issuance of certificate from the competent Authority under the Registration Act, 1908 (16 of 1908) for enforcing unilateral execution of Conveyance Deed conveying the rights, title & interest of the Promoter in the land and the Building in favor of the Applicant as Deemed Conveyance and have it registered as provided under section 11 (3) & 11 (4) of the Maharashtra Ownership Flat Act, 1963.
2. By the Deemed Conveyance Order dated 23.06.2015, the District Deputy Registrar, Co-operative Societies, Mumbai City (4) – Competent Authority (u/s 54 of the MOFA, 1963), the Application of the Society was allowed.
3. The Deed of Conveyance (Deemed/Unilateral) dated 31.03.2016, was duly stamped and registered on 25.04.2016 bearing registration no. BRL-6-3975-2016;
4. Pursuant to the registration of the Deed of Conveyance, the name of the society was recorded as the Owners in the City Survey Records

and subsequently on the Property Card the name of the society was mutated on 17.12.2019 bearing mutation entry no.768. In view of the above, the society became the absolute owner of the said Plot which is 1622.2 square meters as per the Property Card and/or otherwise is well seized and possessed of the said Property together with the building standing thereon known as “SAI RAJ NAGAR CHSL”.

5. The society Sai Raj Nagar CHSL entered into the Development Agreement with **M/S NIRAV THAKER BUILDCON LLP** for the redevelopment of the said society building. The Development Agreement (D.A.) dated 06.04.2023 was duly stamped and registered bearing registration no. BRL-6-6917-2023. Along with the D.A., the society even executed the Power of Attorney dated 06.04.2023 in favor of M/s Nirav Thaker Buildcon LLP, which is duly stamped and registered bearing registration no. BRL-6-6918-2023.
6. The Developers M/s Nirav Thaker Buildcon LLP upon registration of the D.A. and P.O.A. applied for I.O.D. with the Executive Engineer, Building Proposal, M.C.G.M. The said I.O.D. dated 11.08.2023 no. P-6786/2021/(141A)/R/S WARD/MALAD-R/S/IOD/1/NEW was issued alongwith its terms & conditions by the Executive Engineer, Building Proposal, M.C.G.M.

WHEREAS – II

7. By a Development Agreement dated 06th April, 2023 made and executed between the Society (therein called the Owner) and M/s Nirav Thaker Buildcon LLP (therein called the Developer), the said Owner had conferred development rights to the Developer to carry out development of the said entire property described in the First Schedule and further agreed to allow to utilize FSI / TDR FSI, if available or available later during the construction on the terms and conditions as more particularly contained in the said Development Agreement;
8. The Owner also executed a Power of Attorney whereby they appointed M/s Nirav Thaker Buildcon LLP, as their Constituted Attorney to do,

execute and perform certain acts, deeds, matters and things concerning the development of the entire property and the benefit, if any available, as contained in the said Power of Attorney;

9. By virtue of the said D.A. and the powers and authorities given/granted, the Developer herein became entitled to develop the said entire property by use of all the development potentially as contemplated therein so as to re-construct the said building and the Free Sale Component and subject to what is contemplated therein became entitled to avail the benefits, entitlements, etc. with a right to deal with the same in the manner they deem fit and proper.

10. The Developer has engaged and appointed Mr. Shrikant Vichare of Shrikant Vichare & Associates as Architect, having address at 601, Jatin Apartment, Pranaya Nagar, near Anand Rao Pawar School, Vazira Naka, Borivali West, Mumbai – 400091 and also appointed Mr. R. D. Magdum as R.C.C. Consultant, having address at 205, Agarwal B2B Complex, Above Silver Oak Restaurant, De-Monte Lane, Kanchpada, Malad West, Mumbai - 400064, for preparation of the structural designs drawings etc. , and the construction of the Building/s shall be under the professional supervision of the said Architect and the Structural Engineers as required under the provisions of the applicable law till the completion of the Project;

11. Pursuant to the power and authorities given under the document referred hereinabove the following approvals, permission, sanctions certificate and clearances have been procured/obtained by the Developer herein for continuation of the development of the project.
 - a. The I.O.D. dated 11.08.2023 no. P-6786/2021/(141A)/R/S WARD/MALAD-R/S/IOD/1/NEW. **(Annexure – II)**
 - b. Commencement Certificate dated _____ no. _____ issued by _____ **(Annexure – V)**
 - c. Title certificate dated 05.07.2023 issued by Advocate Sneha S. Desai certifying the title of the Owner. **(Annexure – IV)**
 - d. Property Card of the Property. **(Annexure – VII)**

- e. Concession Plans of full proposed FSI upto – 20 floors (pt) (A Wing) & 16 floors (B Wing). (**Annexure – VI**)
12. The Developer has proposed and commenced the construction of re-development of the old building and free sale building one multi- storied building known as “SAI ELEGANCE”, presently consists of two wings i.e. wing A & wing B. **Wing A** consist of Ground + 1 Commercial, 2nd & 3rd Floor (2 levels) Podium, upper floor from 4th Floor till 20th (pt) residential floors **and Wing B** consist of 1st, 2nd & 3rd Floor (3 levels) Podium, upper floor from 4th Floor till 16th residential floors as per the plans presently approved by utilizing then sanction approved development potential and/or acquiring transferable Development Rights (TDR) (Hereinafter referred to as the building) on the portion of the entire property measuring 1622.2 sq. mts. or thereabouts and shown on the plan annexed and marked as **Annexure III** hereto and more particularly described in the schedule hereunder written (for brevity sake hereinafter referred to as the property).
13. The Developer may construct flats, shops, units with provision of parking spaces, open spaces, terraces etc. and other necessary amenities/facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by relevant authorities, under the project known as “SAI ELEGANCE”;
14. While issuing CC/IOD and sanctioning the plans and grant of permissions, certificates, etc. the concerned Authority and/or Government has laid down certain terms, conditions, stipulation and restrictions and on amendment/modifications, etc. in the approved permission, sanction, etc may further laid down certain terms, conditions, stipulations and restrictions, which are all to be observed and performed by the Developer, while developing the said property and upon due observation and performance of which only the requisite further permission including Occupation Certificate in respect of the said building/s shall be granted by the concerned local authority.

15. The Purchaser herein is aware of the fact that the developer herein has entered/will enter into similar or separate agreements with other person/s and party(ies) in respect of the other flats/premises, parking areas, etc. in building under construction on the property.
16. Developer is desirous of selling/allotting otherwise disposing off flats/Premises other areas as and when constructed and due approvals under the relevant laws are being granted sanction in this respect and are entering into separate agreements for sale, transfer and or disposal thereof with prospective purchasers thereof.
17. The Purchaser/s has/have satisfied himself/herself/themselves about the title of the owners and right of the Developer to develop the property and sell and deal with the Flats/Premises, Parking space, etc. in the said building being constructed thereon. The Purchasers has/have also taken independent professional advice on the same and has/have read and understood the risks associated with the same;
18. The Purchaser/s has/have inspected the site of construction on the property and has seen the said building under constructions has taken inspection of all the documents as required under the Real Estate Act and Maha RERA hereinafter referred to as “the Act” and the rules and regulations framed as also circulars, clarifications, etc. issued and further confirms that there shall be no objection raised on any matter whatsoever relating thereto or in connection therewith and is/are fully satisfied of the competency of the Developer to enter into this Agreement;
19. The Purchaser has/have approached the Developer and applied for allotment of a residential flat/commercial shop/office with a right to use ___no of car parking space in the said project at the consideration and on the terms and conditions contained herein;
20. On the application of the Purchaser/s, the Developer has agreed to allot to the Purchaser/s herein, and the Purchaser/s herein has/have agreed to acquire and purchase from the Developer a Residential / Commercial premises being Flat/Shop No. _____ on _____ floor in _____ wing admeasuring about _____Sq. Ft. i.e. _____

Sq. Mts. (Carpet area as defined hereafter) on the ___Floor of the building named as "SAI ELEGANCE" (for brevity's sake hereinafter referred to as "the said Flat / Shop / Office") being constructed by the Developer on the said Property at or for the consideration of Rs. _____/- (Rupees _____ Only) and further agreed to provide ___ podium car parking space under the mechanized car parking system for a consideration value of Rs. _____.

21. The payment of the consideration shall be exclusive of payment of various other amounts including development and infrastructure charges, taxes, VAT, GST, other charges all present and future levies on being made applicable. deposits, share money, etc. and subject to the terms and conditions as hereinafter appearing as mutually agreed by and between the parties hereto. The said flat/shop/office and the parking space. unless otherwise separately referred, are hereinafter called "the **Premises**" and more particularly described in the Second schedule hereunder written.
22. The copy of the plan in respect of the said premises agreed to be allotted as sanctioned/approved by the concerned authority is hereto annexed and marked in red colour as Annexure "**VIII**".
23. The Developer has registered the project under the provisions of The Real Estate Act, 2016 with the Real Estate Regulatory Authority and the Registration No. is _____ dated _____. A copy of the registration letter/certificate is attached at Annexure "**IX**".
24. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions recorded hereinafter;
25. The fixtures and fittings to be provided by the Developer in the Premises and the extra amenities to be provided in the said building/

layout are those tentatively as set out and annexed herein as Annexure "X" hereto.

26. Prior to execution of this Agreement the Purchaser/s has/have after deducting statutory deduction (1% TDS) as per provisions of Section 194 IA of the Income Tax Act paid to the Developer a sum of Rs. Nil/- (Rupees Nil Only) being the earnest money/ part- payment of the consideration of the said premises, agreed to be sold and allotted, by the Developer to the Purchaser/s (the payment and receipt whereof the Developer doth hereby admit and acknowledge) considering the present status of the construction of the building and the Purchaser/s has/have agreed to pay to the Developer the balance of the consideration and other amounts in the manner and within the time, as hereinafter appearing;
27. The Purchaser/s has/have demanded from the Developer and the Developer have given to the Purchaser/s inspection of all the documents relating to the said Project i.e. development works including sanctioned plans & permissions, designs, specifications prepared by the Architect and other documents such as City Survey Records as are prescribed under the provisions the said Act;
28. Under Section 13 of the said Act, the Developer herein is required to execute a written Agreement for Sale of the said Premises with the Purchaser/s, which is being in fact these present and also to register such Agreement under the provisions of the Registration Act, 1908.
29. The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upto writing as hereinafter appearing;

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

A. Definitions and Interpretations:

In this Agreement, unless it be repugnant to the context or meaning thereof the following expressions used herein shall have the following meaning:

- a. **“ACT”** shall mean the Real Estate (Regulation and Development) Act, 2016 for the time being in force and the Rules framed thereunder/Maha RERA, Circulars, Clarifications, orders etc. Issued / to be issued thereunder.
- b. **“Agreement”** shall mean this Agreement together with Schedules and Annexures hereto and any other deed and document, writings, supplementai to be executed in pursuance hereof.
- c. **“Society”** shall mean the society “Sai-Raj Nagar Co-Operative Housing Society Limited”
- d. **“Building”** shall mean and include the building known as SAI ELEGANCE ; and/or which will have 2 (two) Wings consisting of Residential Flats and Commercial Premises.
- e. **“Building Common Areas and Building Common Facilities”** shall mean such areas for the general use, convenience benefit of all Flat/s /shops/Premises holder in the building in which the Purchaser/s have agreed to purchase the flat/shop/premises. The Building Common Areas include and limited to the following:
 - Lobby on the ground floor as well as each floor of the building,
 - Landing in front of stairs on the floor on which the particular flat is located, as a mere access to the flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the flats/premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.

The Building Common Areas shall exclude the following:

- All common areas like Terraces/Open Areas which may or may not be allotted specifically to
- any flats/premises etc.

➤ All common Refuge Areas

The Building Common facilities means all the facilities for use, convenience, and benefit of all flat/premises holder of the building; such Building Common Areas and Building Common Facilities to be used by the Purchaser/s in their capacity as the purchasers of the flat/premises in the building along with other purchasers of other flats/premises in the building which includes and is limited to the following:

➤ Underground and Overhead tanks with pumps; Staircases; Lifts; Garbage Chutes; fire escape chute, sewage treatment plant, rain water harvesting plant.

Excludes the following:

➤ All other extra facilities/amenities, etc., if any provided at the option of the Developer

- f. **“Carpet Area”** the carpet area of the said flat/premises as mentioned above means the net usable floor area of the flat/premises excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the flat as defined under RERA with such clarifications made thereunder;
- g. **“Parking Space”** shall mean area earmarked for parking and/or mechanised stackable parking, whichever the case may be, which is on the podium in the Layout of the Property/ entire property as sanctioned/ to be sanctioned by the Concerned authority
- h. **“Charge/s and/or Due/s”** shall mean and include all the charge/s and/or dues/s payable by the Purchaser/s as enumerated in the Agreement and as may be demanded by the Developer.
- i. **“CAM Charges and Provisional Charges”** shall have the meaning assigned to it under Clause ____ and item no. ___ from time to time.
- j. **“Cheque Bouncing Charges”** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever

including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued which will be payable within 60 days from the date of the cheque is not cleared in the first instance

- k. **“Consideration Value”** shall have the meaning assigned to it under Clause ____.
- l. **“Developer”** shall mean M/s Nirav Thaker Buildcon LLP, a L.L.P. firm formed and constituted under The Limited Liability Partnership Act, 2008 and duly registered with the Registrar of _____, Mumbai and having its registered office address as mentioned hereinabove with such changes in its constitution from time to time, etc. as permitted/may be permitted by the Owners.
- m. **“Developer Notice of Termination”** shall have the meaning ascribed to it in Clause ____.
- n. **“Flat/Premises”** shall mean a Residential/Non-Residential Flat/Shop/Unit more particularly described in the [2nd] Schedule hereunder written. The Flat/Premises is shown with red colour boundary line on the typical floor plan thereof as shown in Annexure **“VIII”**.
- o. **“Fit-Out Possession Date”** shall mean the date that will be intimated by the Developer, on which the Purchaser is permitted by the Developer at its option to visit the Flat and to commence minor interior decoration work, without making any structural changes in or to or around the Flat or any part or parts thereof, along with the commencement of the CAM charges and others on pro-rata basis or carpet area basis.
- p. **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures be prevented or caused to be prevented and which adversely affects the Developer's

ability to perform its obligations under this Agreement, which shall include but not be limited to:

- (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.

- a. **“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 equivalent benchmark rate used by SBI.
- b. **“Layout Plan”** shall mean layout of the entire Property and shall also include all future revisions, alterations, modifications, substitutions, as may be permitted, from time to time.

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- c. **“Maintenance Charges”** shall mean such contribution and/or compensation (excluding Municipal taxes or any other taxes) as may be decided by the Society (as defined in the Agreement) from time to time for the general maintenance of the building to be paid in advance on or before 5th day of the month or 5th day of the 1st month of every quarter by the Purchaser/s.
- d. **“Entire Property”** shall mean all that piece and parcel of plot of land now bearing C.T.S. no. 141A, Survey no. 80, Hissa no. 1(part) admeasuring of 1622.2 sq. mts. or thereabouts situate, lying and being at Revenue Village Malad North, in the Registration District of Mumbai Suburban District, on which the building known as Sai-Raj Nagar C.H.S. Ltd. is under construction.
- e. **“Project” or “Scheme”** shall mean Sai Elegance as presently approved consists of two wings i.e., A Wing and B Wing. A Wing consist of Ground + 1 Commercial, 2nd & 3rd Floor (2 levels) Podium, upper Floor from 4th Floor till 20st (pt) residential Floors and B Wing consist of 1st, 2nd & 3rd Floor (3 levels) Podium, upper Floor from 4th Floor till 16th residential Floors which is being developed and marked by the Developer, and the development work on the Property as envisaged upon due sanctions being accorded by the relevant authorities from time to time and improvements/construction on the said Property by utilization of the full development potential (now or that may be available in future) including FSI, FAR, DR & TDR-FSI as may be permissible under the Development Control Regulations, and/or any other acts as may be applicable from time to time. In event of the Developer being able to obtain permission for additional floors, as per the extant policies, then the configuration of the building/tower may be changed appropriately as per the approved plans and upon the sole discretion of the Developer, in which case, the reference to “Project” or “Scheme” shall deemed to mean and including the revised development for which the Purchaser/s hereby give their irrevocable approval.
- f. **“Project Name”** shall mean SAI ELEGANCE.

- g. **“Project Common Areas” and “Project Common Facilities”** shall mean and include open spaces, paths, pathways, alleyways, garden and roads within the entire Property, excluding allotted parking space/s. The project common facilities shall mean and include the street lights, water and electric supply as supplied and/or provided by Municipal Corporation and power company, other recreational facilities, rain water harvesting, sewage treatment plant, fire escape chute, etc. provided or to be provided by the Developer within the portions of the entire property described as under: -
- Paving around the building as per the Rules of MCGM, excluding the parking spaces allotted by the Developer;
 - Compound lights;
 - Any generator if installed;
 - The installation of central services such as electricity, water, tanks/pumps, motors, ducts & in general, all apparatus and all installation fittings & fixtures which may be provided for common use;
 - All other parts of the entire property necessary or convenient to its existence, maintenance and safety or normally in common use, (unless included In Building Common Areas & Building Common Facilities);
 - All of the above said facilities are subject to approval from MCGM and all such other authorities as the case may be. The purchaser is aware that some of the common facilities are being procured from third parties like Municipal Corporation and power supplier, the Developer shall not be responsible for disruption in supply or any shortcoming in the services.
- h. **“Possession Date”** shall mean such date on or before _____ and a grace period as per the Act or such extended date due to conditions mentioned in this agreement as intimated by the Developer or force majeure.
- i. **“Possession Letter”** shall have the meaning ascribed to it under Clause _____.

- j. **“Refund Amount”** Shall mean in case of termination pursuant to clause __ an amount equivalent to the consideration or part thereof paid by the purchaser to the Developer (excluding interest or any other charges paid by the purchaser on account of delayed payments) after deducting there from any amount paid to 3rd parties by the Developer on behalf of the purchaser including but not limited to stamp duty, registration charges, brokerage chargers.

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Developer receives credit for the same from the relevant Authority.

In case of termination an amount equivalent to the aggregate of the Consideration or part there of paid by the Purchaser to the Developer (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective instalments, after deducting there from any amounts paid to 3rd parties by the Developer/ Promoter on behalf of the Purchaser (if applicable) including but not limited to stamp duty. registration charges. brokerage charges till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

- k. **“Rules and Regulations” “Rules” or “Regulations”** shall mean all the rules and regulations framed under the Act or from time to time and being in force on the extant date.
- l. **“Taxes/Duties”** shall mean any tax/duties/levies, etc. payable by way of various added tax, state sales tax, contract sales tax, service tax, educational cess, Local Body Tax (LBT), Goods and Service Tax (GST) or any other taxes, levies by whatever name called in connection with the Project/Scheme/Entire Property.

- B. The Developer hereby declare and confirm that which is recited hereinabove with regard to ownership right, title and interest of the Owners as represented by them in the documents referred hereinabove in respect of the said entire Property therein having acquired under the registered deemed conveyance dated 27.04.2016 and the right of the Developer for the development thereof under the development Scheme sanctioned with such modification as may be permitted by the Concerned Authorities shall be treated as declarations/representations on their part and shall form integral part of this agreement.
- C. The Developer have commenced construction of the high rise Commercial cum Residential building known as SAI ELEGANCE as defined in Project/Scheme hereinabove presently upto _____ Habitable floors, on the said property in accordance with the plan, design and specifications approved by the Concerned Local Authorities viz. Municipal Corporation of Greater Mumbai read with I.O.D and other permissions, sanctions, etc. and which have been seen and approved by the Purchaser/s with such further variations and modifications including for upper floors for use of the full development potentiality on being made available in accordance with the present and future policy of the development authority and as the Developer may consider necessary or as may be required by the concerned Authorities including of the Government of Maharashtra to be made in them or any of them.
- D. PROVIDED THAT, the Developer if so required under the provision of the said Act, shall obtain prior approval of the Purchaser/s for any additions, alterations in the sanctioned plans, specifications and the nature of fixture, fittings and amenities described therein in respect of the premises agreed to be provided to the Purchaser/s, however, the Developer shall be entitled to make such additions/alterations/amendments, etc. in the sanctioned plan and specifications including nature of amenities in the other premises and the new building as also make such variations and modifications as the Developer may desire so as to use, utilize, consume and exploit the full development potentiality as may be/on being permitted by the Concerned Authorities.

- E. PROVIDED THAT, the Developer may make such additions/alteration as may be required by the Developer or such other changes or alterations as may be necessary in the said premises agreed to be allotted under these presents due to planning constraints and/or architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and information to the Purchaser/s.
- F. The Developer shall be entitled to make other alterations/additions in the sanctioned plan and specifications of the building or the common areas within the Project/Scheme and the Purchaser/s hereby give a grant his/her/their approval as contemplated in the said Act and further agreed to give or grant further approval as and if so required under the applicable law.
- G. The Developer have full right and absolute authority to convert and change locations as also user of any part of the building and/or premises therein (not being the premises agreed to the allotted to the Purchaser/s under these presents) from residential to commercial/semi-commercial/shops and/or shall not object or dispute to the aforesaid right of the Developer for change of user and hereby give his/her/their irrevocable approval by these presents.
- H. The Developer hereby represent and the Purchaser/s hereby expressly confirms and approves to the Developer to have irrevocable unconditional right, authorities, entitlements to increase or decrease area of the aforesaid building, increase or decrease number of floors as also areas and facilities as may be required due to planning constrains and as may be permitted/approved by the Concerned Development Authority subject however to what is contemplated in the said Act and the Rules framed thereunder.
- I. The Floor plan of the Flat/Shop/Premises agreed to be allotted to the Purchaser/s under these presents is as per the approved granted by the Concerned Authority as proposed by the Developer and the Developer shall be entitled to make such changes and modifications therein as they may desire and deem fit and proper and/or as may be permitted by the

Concerned Planning Authority. The Purchaser/s hereby confirm having understood the aforesaid facts and rights and entitlements of the Developer/Promoter and shall not object dispute or create any hindrance during the course of development of the said project and no further approval, confirmation or otherwise is required to be taken from the Purchaser/s. The Developer is entitled to exercise the rights and entitlements under the provisions of the Concerned Statutes, Rules framed thereunder, D.C. Regulation, and MCGM Act. In the event, if the area of the premises is being increased or decreased within the prescribed cap under the said Act due to such modifications/amendments in the sanctioned plans, then in such event, the different in such area shall be proportionately compensated by the Developer or the Purchaser as the case may be.

- J. The Developer hereby represent and the Purchaser/s hereby confirm that the premises agreed to be allotted under these presents to the Purchaser/s is not the premises offered to any of the other Purchaser/s. The Developer have full right, absolute authority and entitled to allot the flat/premises hereby agreed to be allotted to the Purchaser/s herein.
- K. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agree to sell and allot to the Purchaser/s a residential flat/Shop/premises/Unit being Flat/Shop/Unit No. _____ admeasuring _____sq. ft. i.e. _____sq. mts. (carpet area as defined above) on the Floor in the said wing ___ of the said building known as "SAI ELEGANCE" for the consideration of Rs. _____/- (Rupees _____ Only) including the price of amenities, limited common area and facilities, appurtenant to the flat, the nature, extent and description whereof is inter-alia set out in the Schedule of Payments herein and annexed as Annexure "XI" hereto which is exclusive of development charges, infrastructure charges, etc. to be paid separately as set out inter-alia in clause _____ and more particularly described in the 2nd schedule hereunder written. The proposed carpet area of the said property would be as per the approved plans and may undergo certain change as a result of physical variation due for tiling, ledges, plasters and

skirting due to amendments/modifications etc. in the presently sanctioned plan as contemplated hereinabove.

- L. The total aggregate consideration amount for the said premises is thus Rs. _____/- (Rupees _____ Only). The Purchaser/s hereby agreed to pay to the Developer/Promoter a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) being consideration for purchase of the said Premises from the Developer which is inclusive of the proportionate price of the common areas and the facilities appurtenant to the said premises and exclusive of development/infrastructure charges, Service Tax, VAT, GST, etc. and other statutory levies as applicable/on being made applicable, various charges, deposits, advances, levies including as set out in clause ___ hereinafter. The Purchaser/s hereby agrees to pay the aforesaid consideration price to the Developer in the following manner: -

Stage Progress of Work	Percentage (%)	Amount
Advance before registration of this Agreement.	10%	
ON Registration of this Agreement	20%	
Completion of Plinth	15%	
Completion of 1 st Slab	2%	
Completion of 2 nd Slab	2%	
Completion of 3 rd Slab	2%	
Completion of 4 th Slab	2%	
Completion of 5 th Slab	2%	
Completion of 6 th Slab	2%	
Completion of 7 th Slab	2%	
Completion of 8 th Slab	2%	
Completion of 9 th Slab	2%	
Completion of 10 th Slab	2%	

Completion of 11 th Slab	2%	
Completion of 12 th Slab	2%	
Completion of 13 th Slab	2%	
Completion of 14 th Slab	2%	
Completion of 15 th Slab	2%	
Completion of 16 th Slab	2%	
Completion of 17 th Slab	2%	
Completion of 18 th Slab	2%	
Completion of 19 th Slab	2%	
Completion of 20 th Slab	2%	
completion of the walls, internal plaster, floorings doors and windows of the Said Flat	5%	
Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Flat.	5%	
Completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Said Flat is located	5%	
Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements	5%	
against and at the time of handing over of the possession of the Said Flat to the Allottee on or after receipt of occupancy	5%	

- a. As certified by their Architect, Developer have presently completed construction upto ___ slabs of the building and are accordingly entitled to part-consideration from the Purchaser from and out of the said total consideration.
- b. The Developer have already opened and/are operating the Designated Account with _____, _____ Branch being Account No. _____ in compliance of the provisions of the said Act in respect of the said Project/Scheme and/or required to operate the Account from time to time depending upon the progress of the development work. The Purchaser/s shall issue Cheques/RTGS/NEFT towards the amount of instalments of the consideration from time to time as required and instructed by the Developer. The payment of GST will have to be made in already opened Designated Account with _____, _____ Branch being Account No. _____.
- c. The payment of the aforesaid consideration amount in the manner set out in Clause “___” shall be subject to statutory deduction of 1% TDS under the provisions of Section 194 1A of the Income Tax Act, 1961 for which the Purchasers shall issue necessary certificates/confirmations in writing to the Developer within 7 (seven) days of such deduction and be made timely and punctually to the Developer.

- d. The total price is escalation-free, save and except escalation/increase, due to 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/MCGM/Government (State or Central) from time to time. The Developer undertake and agree that while raising a demand on the Allottees/Purchasers for increase in development charges, costs or levies imposed by the Competent Authorities, etc. the Developer 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 Allottees/Purchasers which shall only be applicable on subsequent payments.
- e. The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @10% per annum for the period by which the respective instalments has been preponed. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Developer.
- f. It is expressly agreed and understood that if the Developer carry out and complete the works of construction of brick walls, flooring, fittings, etc., as contemplated in serial number ___ to ___ as set out in Annexure “___” in respect of the said premises agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is in process, the Purchaser/s immediately on being required by the Developer, shall pay the amount of instalments under Clause no. ___ or such of them depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.
- g. Simultaneously along with payment of each of the instalments, the Purchaser/s shall also pay/reimburse to the Developer the requisite amounts of GST and other statutory Levies as may be payable under the Concerned Statutes on allotment of the said premises.

- M. The Fixtures, Fittings and extra amenities to be provided by the Developer in the said building and the premises are those as are set out in Annexure “___” hereto. The Purchaser/s shall not be entitled to claim nor the Developer be liable to provide any further extra additional or other fixture, fittings and amenities in the premises, building and/or plot.
- N. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building in complete and the Occupancy Certificate / Part Occupancy Certificate is granted by the Concerned Authority by furnishing details of the Changes, if any, in the carpet area, subject to a variation cap of three percent. The Total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there are any reduction in carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser within forty five days with annual interest at the rate specified in Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in carpet area allotted to allottees, the Developer shall demand additional amount from the Allottees 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 M of the Agreement.
- O. The Purchaser/s authorize the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developer to adjust his/her/their payments in any manner.
- P. In the event of the Purchaser/s being desirous of obtaining Housing Loan from any bankers or financial institutes so as to pay the balance consideration for purchase of the said premises under these presents, the Purchaser/s shall be entitle to do so only after obtaining previous written approval from the Developer and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Purchaser/s shall apply for and obtain such housing finance/loan

solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Developer and the said Owners/Nominees indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whatsoever have sanctioned and/or disbursed such housing finance.

- Q. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Developer of having his/her/their obtained sanction of such finance and confirm that the banker/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developer alone. Such disbursement/ payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee)/Pay Order/RTGS directly in the name of the Developer and shall be handed over personally to the Developer. Acknowledgement, if any, by any unauthorised person and/or the Purchasers herein shall not bind the Developer as having received such housing finance on behalf of the Purchaser/s. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developer/Promoter shall not be called upon to sign or execute any further or other writings, confirmations, declaration or otherwise now shall be called upon to give any security of their right and/or the said property to any banker/financial institution. It is further agreed and understood that irrespective of the fact whatever the Purchaser/s has/have obtained or not sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance of the balance consideration payable by the Purchaser/s responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay the amount due and payable to the Developer/Promoter from his/her/their own source of income.

- R. In the event of delay or default in payment of any one or more instalments n being payable under these presents, by the Purchaser and/or his/her/their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Developer is entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Developer. It is expressly agreed and understood by the purchaser that due to force majeure events as contemplated hereinafter on the event if the Developer is unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchasers shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having motive of the terms of these presents.
- S. In the event, if the Developer wishes to avail the finance facility/ construction loan from their bankers/institutions/NBFC for the purpose of effectual completion of the Project/Scheme and offer their right of development and in respect of the premises which they are entitled for free sale as security for repayment of such finance, the Purchaser on being informed, shall follow the directions and instructions of the Developer for payment of the instalments/balance instalments. The Developer, if so required, shall also obtain necessary NOC from their Banker/Institution having granted such finance so as to enable the Purchaser to avail housing loan to acquire and purchase the said premises and make payment of the consideration/balance consideration to the Developer.
- T. The Developer hereby represent that in compliance if the terms of the permissions issued by MCGM, the Developer have submitted requisite undertakings including registered undertaking incorporating, inter alia, that certain undertakings as to open space deficiency, set back area, parking and provision of certain facilities, restriction on use of certain

areas in the building, etc. The Developer have also undertaken that the copies of various permissions, approvals, sanctions, copies of ownership documents and other writings and particulars/details as set out in I.O.D. etc. shall be handed over to the society by the Purchaser/Occupants, etc. within the stipulated period after completion of the Project and grant all requisite Certificates by MCGM;

- U. The Purchaser/s hereby confirm having been intimated/informed about various terms and conditions recorded in the undertakings including registered undertakings given by the Developer to the MCGM and other Concerned Authorities. The Purchasers herein alongwith the Purchaser/s of other premises from the Developer and the said Owners by themselves and the Society, shall comply with, fulfil, observe and perform the terms and conditions of various permissions and undertakings given by the Developer to the Concerned Authorities and all indemnify and keep the Developer indemnified due to any breach, non-compliance, violation, etc. of such undertakings;
- V. The Purchaser/s is/are satisfied and has/have accepted the Report on Title of the Said Owners and the Developer. The Purchaser/s shall not be entitled to further investigate the title of the said property and hereby undertakes not to raise any objection or requisition in respect thereof or dispute the same in any respect.
- W. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations, restrictions, as presently imposed by the Concerned Authority including Municipal Corporations of Greater Mumbai at the time of sanctioning the said Plans and issue of I.O.D. and Commencement Certificate (C.C.) and/or which may hereafter be imposed by such authority and shall be handing over possession of the said premises to the said Purchaser/s, obtain from the Concerned Local Authorities, including Municipal Corporation of Greater Mumbai, Occupation Certificate in respect of the said building and the premises.
- X. The Purchaser/s here declare and confirm that he/she/they have been disclosed by the Developer various terms, conditions, stipulations, etc.

under the permission, order, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove as also various terms and conditions including with regard to the said Owner's area being the constructed area/premises retained by the Owner for themselves. The Purchaser/s independently as also jointly with the purchasers of the other premises in the building, on taking possession of their respective premises, shall comply with, fulfil, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, order, approvals, sanctions/NOC as aforesaid. The Purchaser/s shall not object, dispute or challenge to all such terms and conditions as aforesaid.

Y. The Developer hereby declare that the F.S.I. presently approved/sanctioned for development on the said Property described in the Schedule hereunder written is about _____ sq. mts. The Developer/Promoter reserve the right to consume and avail the benefit of balance FSI additional Buildable area as per the Development Policy as prevailing presently and/or in future as may be permissible. In case the said F.S.I. has been utilized by the Developer elsewhere, then the Developer shall furnish the detailed particulars in respect of such utilisation of the F.S.I. by them at the time of execution of vesting document. In case while developing the said property, the Developer has utilized and further F.S.I. of any property by way of floating F.S.I. or Additional Buildable Area then the particulars of such F.S.I. shall be disclosed by the Developer.

Z. In the event of any of the portion of the said property is being subject matter of any reservations, set back, sub-station, etc. the Developer shall be entitled to comply with such reservations, hand over such portion duly constructed or otherwise and claim, ask, for demand, recover, and receive, compensation, benefits, in the form of development right or otherwise and use, utilize, consume and compensation, benefit in the form of development right or otherwise and use, utilize, consume and exploit the same in development of the said property as the Developer may deem fit and proper.

AA. The Developer hereby represent and declare and the Purchaser/s hereby confirm and gives irrevocable approval that:

- If due to any change in the FSI Rules and more FSI becomes available (including on account of staircase, walls, lifts, balcony, passage, etc. then in such event the Developer as contemplated in the said Development Document, shall be entitled to use, utilize, consume and exploit such FSI on the said plot/entire property by constructing additional floor/s in the said building and/or extensions thereto.
- If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any concerned authorities any benefit of Fungible FSI and compensatory area or any other development potentiality by whatever name called and in all forms are available in respect of the said layout scheme, then in such event, the Developer alone shall be entitled to avail such benefit for which they are entitled to acquire and purchase such F.S.I. in all forms as may be permissible and to use, utilize, consume and exploit the same by constructing additional floors on the said building or DRC if permissible.

BB. The Developer shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms including modifications, amendments, changes, alterations, etc. in the said sanctioned plan and other permissions, as they may in their absolute discretion so desire. The Purchaser/s hereby agrees and undertakes that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Developer in respect of the said additional F.S.I. and/or Additional Buildable Area available to the Developer as above shall do and perform all such acts, deeds, things, and matters and to sign and execute all such requisite confirmations, applications, approval, etc. if so, required by the Developer.

CC. The Purchaser/s hereby irrevocable agrees and undertakes that he/she/they shall not claim or demand any compensation or benefit from

the Developer in respect of the said benefit of additional F.S.I. (of any type & manner) available to the Developer to use, utilize, consume and exploit the same by constructing additional structures or additional floors on the said building and/or extension thereto or D.F.C if permissible. It is expressly agreed and understood that the right, title, and interest of the Developer to avail the benefit of additional F.S.I. and/or Additional Buildable Area benefit to use, utilize, consume the same in the said property or DRC shall be absolute and permanent even after document to demise the building/plot is/are expected in favour of the Society and such documents shall contain the clause so as to confirm the said right of the Developer.

DD. In the event in compliance of the provisions of the said Act and the Rules framed thereunder, if any, consent from the Purchasers herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building or any Resolutions of an Organization being required, the Purchasers, on being requested shall give his/her/their consent and extent necessary co-operation without claiming any monetary or other benefits.

EE. The Purchaser/s hereby confirm having granted his/her/their irrevocable power and approval to the Developer and agrees: -

- That the Developer shall be entitled at all time to all FSI in respect of the said layout development scheme whether available at present or in future including the balance FSI, DRC, the additional FSI available under the Rules and Regulations of the Concerned Authorities from time to time and/or by any special concessions, modifications or present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or otherwise howsoever;
- That under no circumstances the Purchaser/s and/or Society will be entitled to any FSI in respect of benefit of additional potential under the said layout scheme now shall they have any right to consume the same in any manner whatsoever.

- FF. That the Developer alone shall be entitled to sell any part or portion of the said building including the pocket terrace/s, parking space, or otherwise, open space including for use as a bank, offices, shop, nursing home, display of advertisements/hoardings/mobile towers/self-branding, as may be permissible or ultimately may be permitted by the authorities concerned, to admit without any objection the person who is allotted flats/premises/ units, etc. by the Developer as members of the Society;
- GG. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications with the Developer in the absolute discretion deems fit for putting into complete effect the provisions of this Agreement.
- HH. The aforesaid consent authority and covenants being part of mutual agreement/understanding shall remain valid continuous, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and/or possession of the building is handed over to the Society and vesting document is executed. The aforesaid covenants or such of them as the Developer may deem fit will be incorporated in the vesting document that shall run with the property.
- II. The Purchaser/s hereby confirms that the consideration for sale and allotment of the premises has been fixed, considering that the Purchaser/s has/have agreed to the unconditional and irrevocable right and authority of the Developer as contemplated under these presents as also further agreed to pay various amounts, deposits, taxes, development or infrastructure charges, deposits, GST, various other levies, charges, etc. as may be applicable, etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Developer and shall extend necessary co-operation as may be required by the Developer and that he/she/they i.e. the Purchasers has/have undertaken payment of various amounts including various charges, deposits, taxes, etc. as mentioned under these presents and that on completion of the Project. Developer shall execute and cease to be Owners after executing or vesting of this document. The covenants under these presents shall be binding upon the Society.

JJ. The Developer, hereby represent and warrant to the Purchaser as follows:

- The Developer by virtue of and under the documents and the authorities granted by the said Society, have absolute right to carry out development on the said Property;
- The Developer have lawful right and requisite approvals so far obtained from the Competent Authorities to carry out development of the Project;
- There are no litigations pending before any Court of Law with respect to the said Project or the premises/flat.
- All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Property and the premises so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and premises and common areas;
- The Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- The Developer have so far not entered into any Agreement for Assignment of their right to carry out development or any other Agreement/ arrangement with any person or party with respect to their right to carry out the development as envisaged above which will, in any manner, affect the rights of Purchasers under these presents;
- The Developer confirm that the Developer is so far not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- At the time of execution of vesting documents as contemplated in the said documents recited hereinabove and/or as contemplated in the said Act, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas to the Society;

- The Developer have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities.
- So far, no notice from the Government or any other local body or authority or any legislative enactment, government, ordinance, order, notification (including any notice acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Property and/or Project.
- The Developer will take insurance as may be notified by the appropriate authorities of Government of Maharashtra and Municipal Corporation of Greater Bombay, as to the construction of the building and shall pay the premium and the charges payable in respect thereof. The Developer shall continue to take insurance of the building till handing over the possession of the building to the society and shall transfer benefit of such insurance in favour of the society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchaser of the premises. The Developer shall handover the insurance policy and other related documents to the society & thereafter the society will pay the necessary premium.
- The Developer hereby agree that they shall before handing over possession of the said Premises to the Purchaser and in any event before execution of vesting document by the Developer in favour of the Society make full and true disclosure of the nature of their title to the said layout scheme as well as encumbrances, if any including any right, title and interest or claim of any party or persons whatsoever in and over the said layout scheme and shall as far as practicable ensure that the same is free from all encumbrances and that the Developer have absolute, right of development as envisaged.
- After transfer of the said property in favour of the Society, the Purchaser/s and the said Society shall preserve and maintain various documents such as Ownership document, copies of IOD, CC, subsequent amendments (if any), O.C., canvass mounted plans, soil

investigation reports, RCC details & plans, structural stability reports, details of repairs carried out in the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyors, Architect, CFO, etc. Even after the transfer/demise of the said plot, the Society and the Purchaser/s shall be responsible to carry out periodical structural audit of the building alongwith fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM and shall preserve and maintain the subsequent periodical structural & fire audit reports and repair history of the said building and shall comply with and fulfil and abide by the terms of all the permissions/sanctions certificates etc. issued/to be issued hereafter by the Concerned Authorities.

KK. Time is essence for the Developer as well as the Purchaser. The Developer subject the events of force majeure shall abide by the time schedule for completing the project and handing over the Premises to the Purchasers and the common areas to the Society after receiving the Occupancy Certificate/Part Occupancy Certificate. Similarly, The Purchasers shall make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Developer carrying out the construction work as contemplated and as provided in clause ____ hereinabove (i.e. Payment Plan linked with completion of the Construction work).

LL. If the Developer fail to abide by the time schedule for completing the project and handing over the premises/flat to the Purchaser, the Developer agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on the amounts of consideration so paid by the Purchaser, for every month of delay, till handing over the possession. The Purchaser agree to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by him/her/them to the Developer for the period of delayed payment (i.e. from date the payment becomes due and payable till date of actual payment, both dates inclusive subject however

to the right and authority of the Developer to cancel and terminate this Agreement).

MM. Without prejudice to the right of the Developer to charge interest as defined above, on the Purchaser committing default in payment on due date of any amount due and payable by him/her/them to the Developer under this Agreement (including his/her proportionate share of taxes levied by Concerned Local Authority and other outgoings) and on the Purchasers committing any three defaults of payment of instalments, the Developer shall at their own option. may terminate this Agreement:

- Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at e-mail address if so, provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or remedy the default mentioned by the Developer within the period of notice then at the end of such notice period, this Agreement shall stand terminated/cancelled without any further communication to the Purchasers.
- Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser his/her/their Bankers/Lenders (subject to adjustment and recovery of all the claims of Developer under these presents.) within a period of thirty days of the termination. The instalments of sale consideration of the premises/flat/shop which may till then have been paid by the Purchasers to the Developer. However, such amount shall be refunded only against the Purchasers having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser shall not be entitled to claim refund/return of any of the statutory levies such as GST. etc.
- In the event the Purchaser/s has/have taken housing finance/loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution

against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

- On termination the Developer is free to deal with the premises as they deem fit even without executing necessary Deed of Cancellation. Purchaser confirms the same & shall not dispute the same or create any false case /claims on the Developer or the premises.

NN. The Developer, subject to what is contemplated under these presents including events of force majeure, shall offer possession of the said premises on or before _____, provided the Developer have received the full purchase price of the said premises/flat/shop/unit and other amounts payable by the Purchaser to the Developer under these present. If the Developer fail or neglect to give possession of the premises to the Purchaser on account of any reason beyond their control and of their agent by the aforesaid date then the Developer shall be liable on demand to return to the Purchaser/s the amount already received by them with 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 that particular date. Such interest shall be payable by the Developer on the sum received till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in the said Act/applicable law have been satisfied or not will be referred to the Competent/Regulatory Authority. Till the entire amount and interest thereon is refunded by the Developer to the Purchaser, there shall, subject to prior encumbrances if any, be a charge on the said premises. The Developer shall be liable to return the amount other than for which the expenses are already incurred.

PROVIDED that the Developer shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date if the completion of building is delayed on account of force majeure as defined hereinabove.

OO. The Developer, upon obtaining the Occupancy Certificate / Part Occupancy Certificate from the Competent Authority shall offer in writing the possession of the Premises to the Purchaser in terms of this Agreement & as required by Developer to be taken within 2 (two) months from the date of issue of such notice and the Developer shall give possession of the Premises to the Purchaser. The Developer agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree to pay the maintenance charges as determined by the Society. The Developer will offer the possession to the Purchaser in writing within 7 (Seven) days of receiving the occupancy certificate / Part Occupancy Certificate of the Project/Scheme.

PP. Upon receiving a written intimation from the Developer as per preceding clause, the Purchaser shall take possession of the Premises/Flat/Shop from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as required by Developer, and the Developer shall give possession of the Premises to the Purchaser. In case, the Purchaser fail to take possession within the time provided in preceding clause, such Purchaser shall continue to be liable to pay maintenance chargers as applicable.

QQ. The Purchaser shall check-up the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchaser shall have no claim against the Developer in respect of any item or work in the said premises or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto. The list of fixture and fittings is attached herewith as Annexure ___.

PROVIDED THAT within the statutory period of five years from the date of Occupation Certificate if the Purchaser/s bring to the notice of the Developer any structural defect in construction of the premises or the building or any defects on account of workmanship, quality or provisions of service (barring wear and tear or misuse) then, wherever possible such

defects shall be rectified by the Developer at their own cost with best possible material, subject however that the Purchaser/s herein and Occupiers/Purchasers of other premises in the building is/are not guilty of any act of omission or commission including demolition of any wall, internal charges changes, alteration in the premises, removal of flooring, removal of any fixtures, damaging any walls, floorings, ceilings, R.C.C. Construction etc. and has/have fully performed and complied with his/her/their part of the obligations and covenants contained under these presents in their respective premises and the building and that such defects have caused due to -

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.

In case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect in the manner as provided in the said Act.

RR. The Purchaser/s shall use the said Premises and every part thereof or permit the same to be used only for the purposes as may be permissible in the approved plan including amendment therein. He/She/They shall use the car parking/mechanical parking space, allotted in writing only for purpose of keeping or parking the Purchaser/s own vehicle. The Developer shall have full right, absolute authority and entitled to allot car parking space to such of the Purchaser/s of Developer as the Developer may deem fit and the Purchasers shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s, has/have acquired and Purchased car parking space along with the flat under these presents, from the Developer, the Purchaser shall not be entitled to deal with dispose-off car parking space, if so allotted under these presents, separately and/or independently in favour of any outsider who have not acquired the flat in the building.

SS. The Purchaser along with other Purchasers of flat/premises, etc. as also the Owners in the building shall join in the existing society namely "Sai Raj Nagar Co-operative Housing Society Limited" and for this purpose

also from time to time sign and execute all such application for membership and all other papers and documents necessary for becoming a member of the Society.

TT. Unless it is otherwise agreed by and between the parties hereto. after the Developer have received full consideration along with other amounts payable herein from the requisite number of Purchaser/s in the building, as contemplated in the said Act and the Rules framed thereunder, the Developer shall, within reasonable period, convey, transfer, assign to the Society all their right, title and interest in the said plot by executing vesting documents/Conveyance and the said building in favour of the said Society. Such documents shall be in keeping with the terms and provisions documents executed / to be executed hereafter. In the event. the Purchaser herein along with the Purchaser/s of other premises cause any delay or do not extent co-operation including by furnishing documents, etc. with the stipulated period for adjudication of documents, the obligations including under the provisions of the said Act (RERA) and the Rules framed thereunder the Developer shall deemed to have been complied with on the part of the Developer and shall not be subjected to any consequences for non-compliance of obligations.

UU. After having expired period of notice in writing on being given by the Developer to the Purchaser/s that the premises is ready for use and occupation, the Purchasers on being required and called upon by the Developer shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet area of the premises) of all outgoing in respect of the said plot and building, namely local taxes, N.A. Taxes, betterment charges and such other levies by the concerned local authority M.C.G.M. and/or Government authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, Security Guards, sweepers, drivers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. The Purchasers shall also be liable to pay to the Developer his/her/their share for payment of development and

infrastructure charges/deposits etc. as may be demanded by the Developer. On such vesting document being executed, the aforesaid deposits (less deductions provided for in this agreement and after adjustment/reimbursement of their Developer's claims) shall be paid over by the Developer to the Society or by the society to Developer as case may be if any. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Purchaser/s shall be bound and liable to pay the aforesaid amounts to the Developer till the management is taken over by the Society. In the event, if the Purchaser/s cause any delay or commit default in payment of the aforesaid amounts/and/or arrears, if any, the Society shall collect such amounts on behalf of the Developer and either pay/reimburse the same to the Developer to enable them to discharge their obligation or pay such amounts directly to the Concerned Authorities.

VV. It is expressly agreed and understood that the Developer shall not be held liable or responsible to bear, pay and discharge any amount towards taxes, (other than property tax), rates, outgoings, maintenance charges etc. in respect of the unsold premises/flats/car parking space. etc. to the Society. The Purchaser/s herein shall not individually or with others Purchasers of premises claim or demand any such amount from the Developer. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other purchasers from the Developer, shall exclusively belong to the Developer alone. The Purchasers and Society shall extend all necessary co-operation including to furnish all relevant information and submit documents, etc. to the Concerned Authority under intimation to the Developer. Further, in respect of the unsold flats/premises, if any, after the Developer obtained Occupation Certificate/ Part Occupation Certificate from the concerned authority, the Developer shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM including Assessment and Collection Department in respect of the unsold

premises and that the Developer shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may/shall claim from the Purchasers occupying their respective premises, under its Bye-laws or Rules and Regulations.

WW. Deposits and Other Reimbursements:

- The Purchaser/s shall, on or before possession of the said Flat, and/or as and when demanded by the Developer keep deposited with the Developer or pay the following amounts by way of charges/reimbursements which may also include non-refundable deposit charges (hereinafter referred to as "Other Charges"):

SR. NO.	DESCRIPTION	AMOUNT
1	Legal Charges	Rs. _____/-
2	One Time charges towards Fitness Centre.	Rs. ____/- per sq. ft. carpet area
3	Towards Share Application Money & Application Entrance Fee of The Society	Rs. _____/-
4	Electric Connection, Water Connection, Transformer, Cable, Laying, and Others	Rs. _____/-
5	Development Charges	Rs. _____/- per sq. ft carpet area
6	Provisional common area maintenance (CAM) charges in advance for the period of 12 months from the date of Fit-Out Possession	Rs. ____/- per sq. ft carpet area.

The above charges are exclusive of GST & Government Taxes. The above schedule is subject to change without prior intimation.

- The amount paid or becoming payable to the developer by the purchaser/s under this sub-clause ___ are non-refundable and non-accountable and shall not carry any interest, save and except the above, the developer shall not be liable to render any accounts of such amounts or deposit to such purchaser/or society at any time.
- The Developer shall utilize the said amount paid by the Purchase/s to the Developer for meeting all legal costs, charges and expenses, outgoing payment deposit including professional costs of the Attorney at Law of the Developer in connection with formation of the said Society preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement.
- The Developer shall raise bills/demand letters periodically on the Purchaser/s in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchaser/s shall duly pay and discharge the same regularly within 7 days of the date of the bills and Purchaser/s shall not withhold the same for whatsoever reason. The amount paid by the Purchaser/s shall not carry any interest and the same shall remain with the Developer until the deed/s of transfer is/are executed and the management of the said building are handed over to the Society, where upon the Developer shall pay upon after making deduction and utilizing, appropriating and adjusting amount therefrom or otherwise, to the Society. The Developer shall not be liable to render the account of the amount mentioned above individually to the Purchaser/s at any time.
- The Developer shall maintain a separate account in the books in respect of sums received by the Developer from the Purchaser/s as advance or deposit sums received on account of the share capital for the promotion of the Co-Operative Society on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

XX. It is also understood and agreed by and between the parties hereto that the terrace space, if any, in front or adjacent to a flat/premises in the said building shall belong exclusively to the respective flat Purchaser thereof along with the said flat/premises and such terrace space is intended for the exclusive use of the respective terrace flat Purchaser. The such terrace shall not be enclosed by such Purchaser if so allotted unless and until the permission in writing is obtained from the concerned local authority that is the developer/promoter or the society for that purpose.

YY. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the purchaser in respect of the said flat, the Developer shall be at liberty to sell assign mortgage or otherwise deal with or dispose of its right, title and interest in respect of the premises available for free sale, car parking space and other benefits (save and except documents to be executed with the owners) in the said building and/or in the said property or any part thereof or in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property/building and the same shall be binding on the Purchaser/s.

ZZ. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Developer as follows: -

- Not to cause any nuisance, obstruction, or interference to the construction of this building & other building/buildings on the said property during the construction period and extend all necessary co-operation as may be required by the Developer;
- To maintain the premises/flat agreed to be sold under this agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage, which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof;

- Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or their authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passage or any other structure of the building in which the premises is situated including entrances of the building in which the premises is situated and in case of any damage is caused to the building on account of negligence or default of the purchaser in this behalf the purchaser shall be liable for the consequence of the breach.
- To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the Concerned Local Authority including MCGM or other Public Authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other public authority;
- Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damages to columns, beams. walls, slabs or RCC Pardis or other structural members in the premises without the

prior written permission of the Developer and/or the Society or the limited company;

- Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance if so taken.
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be throw from the said premises in the compound or any portion of the said plot and the building in which the premises is situated.
- Pay to the Developer/Society within 7 days of demand by the Developer /Society his/her/their share of security deposit, any additional charges, deposits, premium including open space deficiency, deposit for disposal of debris /vast, garbage etc. as may electricity or any other service or connections facilities, amenities etc., to the building in the said premises is situated over & above the amounts mentioned herein.
- To bear and pay in proportion increase in local taxes. water charges, outgoings and such other levies, GST as may be applicable, if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser/s viz user for any purposes other than for residential purpose or for any other purpose or reason whatsoever;
- Not to Let, sub- Let, Sale, Transfer/assign/part with possession his/her/they interest or benefit of this Agreement until the balance consideration and all the dues payable to the Developer under this agreement are fully paid and only if the Purchaser/s had not been guilty of breach of or non-observance or any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained prior consent in writing from the Developer/Promoter;
- To comply with, observe and perform all the rules and regulations which the Society has adopted 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 including MCGM and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Society or Organization regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement;

- Till the vesting document as contemplated in the Development Documents in respect of the said property on which the building is constructed is executed and even thereafter till the Developer/Promoter have used utilized and consumed all the FSI available presently or in future the Purchaser/s shall permit the Developer and their surveyor's agents and authorized persons with or without workmen and others at all reasonable times, to enter into and upon the said property and/or building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof and further construction;
- The Purchaser/s shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Developer for effectually carrying out intention of the parties including to enable the Developer to complete the project as contemplated under these presents;
- The Purchaser/s shall either independently and/or jointly with other Purchasers comply with fulfil observe and perform all the obligation and covenants including stipulations under the permissions, sanction, approvals, certificate so granted issued or to be thereafter granted or issued on/his/her/their part contained under these presents.
- **Not to install any outdoor air conditioning unit/antenna or any other instrument on the chajja/parapet of external walls.**
- To comply with either personally or jointly with the Purchaser/s of other premises of this building as also as member of the society shall comply with the directions/circulars etc of the MCGM as regards disposal of wet and dry waste, debris etc.

AAA. It is expressly agreed that the Developer shall be entitled to convert/change the user of any unsold premises in the said building from Residential to commercial use and/or any other user as may be permitted by the Local Concerned Authority in that behalf and the Purchaser/s shall not be entitled to object to the use of the unsold premises for the aforesaid purpose at any time in future by the respective Purchasers thereof.

BBB. During the progress of the construction work of the building, in the event, if the purchaser desires to have a site inspection of the flat. he/she/they shall give 3 days advance intimation in writing at the site office of the Developer who shall there upon fix the time and date for such inspection.

CCC. By reason of any amendment to the constitution or amendment of any statute, circular or notification by government (central or state) if the transaction under these presents for sale/allotment of the premise is held to be liable for any taxes, levies as a sale or otherwise in whatever form either as a whole or in a part of any roots or material or equipment used for supplied in execution of or in connection with the transactions are liable to Tax, VAT, GST or any other levies shall be payable by the purchaser within 7 days of being demanded and the developer shall not be held liable or responsible.

DDD. The Developer hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light Hoardings, etc. on any open spaces in the said property including on the terrace either by putting up separate and/or by using compound walls or Building Walls for the said purpose on such terms and conditions as the Developer may desire. The said right shall continue perpetually even after execution of Conveyance in favour of the Society. If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings or mobile towers or signage, etc., put up on the open spaces or terraces or any other portion or compound walls/ Building

Walls, the same shall be borne and paid wholly by the Developer or their nominees. The Developer shall be exclusively entitled to the income that may be derived by the display of such advertisement, hoardings, mobile towers, etc., at any time hereafter. The flat purchaser/society on being handed over the management will not object to the same for any reason whatsoever and shall allow the Developer, their agents, servants etc. to enter into the property the terrace and any other open spaces in the said property for the purpose of putting and or measuring and/or maintaining and/or removing the advertisements and/or person whom they may deem fit and flat purchaser/s of the society shall not raise any objection thereto.

EEE. The Developer will at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/hoarding, etc. of the Developer, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places on the building, on open space/s, the terraces of the said buildings and the compound walls of the property. The Developer and/or its Group Companies will not be liable to make any payment of any nature to the said Society in respect of the said displays and the same shall be permanent. The Developer at all times, in addition to its own display be entitled, for its own benefit, to install or permit installation of other advertising displays, with various devices (including electronic, laser and neon signs) for commercial exploitation, in relation to the various products/ services etc. of other persons in one or more of the terrace area and/or the building/open space and the same shall be permanent, if they so desire.

FFF. 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 property and building or any part thereof. The Purchaser/s shall have no claim save except in respect of the premises hereby agreed to be allotted and sold to him/her/them and all open spaces,

parking space/s, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Society as hereinbefore mentioned and all the FSI available presently or in future benefits shall remain with the Developer.

GGG. It is specifically and expressly agreed that in the event of the Developer require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from _____ Electricity Board or any other Concerned Authorities either within the said property or the building to be constructed thereon than in such event the Purchaser/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other concerned authorities for the said purpose proportionately as may be decided by the Developer. The Developer shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

HHH. The Developer shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first lien and charge on the said flat/Premises agreed to be purchased/acquired by the Purchaser/s.

III. It is expressly and specifically agreed understood and confirmed by the Purchaser that in respect of the said Society, the Developer shall have full right, power and absolute authority to deal with or dispose off the unsold flats/premises/car parking space etc. which are in the name of the Developer or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser/s herein and other Purchaser shall have no right or authority to object or challenge the same. On the Developer intimating to the Society the name or names, of the Purchaser or Purchasers of such unsold flats/premises/ car parking space, etc. the Society shall admit and accept such person/ persons as their member/s without claiming any charges/Transfer charges donation, etc. and shall issue/transfer share certificate in favour of

such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

JJJ. The said Society or the new flat purchaser/s who shall become the part of the said Society shall observe, perform and abide by all the conditions and stipulations contained in the permissions, sanctions and approval given or granted in I.O.D. or by the concerned authorities including of M.C.G.M. / Government of Maharashtra.

KKK. This Agreement along with its schedules 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/flat/shop/unit as the case may be. ***This Agreement may only be amended through written consent of the parties.***

LLL. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained from the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against subsequent purchaser of the flat/premises, in case of a transfer as the said obligations go along with the flat/premises for all intents and purposes.

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

NNN. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment. in common with other Purchaser in project, the

same shall be in the proportion which the carpet area of the Premises bears to the total carpet area of all the Flat/Premises in the project.

OOO. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maha RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.

PPP. The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act shall be complete only upon its execution by the Developer through their authorized signatory at the Developer's Office or at some other place, which may be mutually agreed between the Developer/Promoter and the Purchaser and only after the Agreement is duly executed by the Purchaser. On the execution of this Agreement, the same shall be registered at the office of the Concerned Sub-Registrar. The Purchaser/s shall alone bear and pay stamp duty Registration charges, penalties and other costs, charges and expenses in respect of this agreement and/or vesting documents etc. The Developer shall not be held liable or responsible for payment or contribution towards such amounts. The purchaser/s shall lodge this agreement before the concerned sub-registrar of assurances within the time limit prescribed under the registration act. The Developer shall attend the office and admit execution thereof after the purchaser/s informs the developer the number under which this agreement is and other documents are lodged for registration.

QQQ. That in case there are Joint Purchaser all communications shall be sent by the Developer to the Purchaser whose name appears first and at the Address, Email-Id given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser. All notices, intimations, letters, communications by email etc. to be

served on or given to the purchaser as contemplated by this agreement shall be deemed to have duly served by post under certificate of posting/courier/registered A.D./Ordinary post at his/her /their address as specified below –

Address of Developer - 203, Super Market, Monghibai Road, Vile Parle East, Mumbai - 400057

Email id. of Developer – projects@skibc.in

Address of Purchaser - _____

Email id. of Purchaser - _____

FIRST SCHEDULE

ALL THE piece or parcel of land admeasuring about admeasuring about 1622.20 Sq. Meters represented comprising of properties a part of land bearing, City Survey No. 141/A of village Malad (North), Borivali Taluka in Mumbai Suburban District.

SECOND SCHEDULE

A Residential / Commercial premises being Flat/Shop No. ____ on _____ floor in ____ wing admeasuring about _____ Sq. Ft. i.e. ____ Sq. Mts. Carpet area on the ____ Floor of the building named as “SAI ELEGANCE” for “SAI RAJ NAGAR CHSL” situated at Iraniwadi Road No. 03, Kandivali West, Mumbai – 400067.

