

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed at _____, this _____ day of _____ 2024.

BETWEEN

SHRIPAL SATTVA LLP, PAN **AALFJ3190K** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 327, Horniman Circle Chambers (60,Poddar Chambers) S.A Brelvi Road, Fort, Mumbai 400001, hereinafter referred to as "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the One Part;

AND

MR. ABHISHEK JAIN of Inhabitant, Age **48** years, PAN **ADYPJ1390D** AND **MRS.MANJU ABHISHEK JAIN** of Inhabitant, Age **49** years, PAN **AHSPC6116A** residing / having address at **Regency, Babhola Road, Near Sai Baba Mandir, Babhola , Vasai (W) - 401202**. hereinafter referred to as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm / LLP, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company its successors and permitted assigns, in case of a Hindu Undivided Family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a Trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the Second Part.

The Promoter and the Purchaser, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Promoter is seized and possessed of and absolutely entitled to the ownership, possession and entitlement of all that piece and parcel of land bearing Old Survey No. 104 Hissa No. A-1 and bearing the following New Survey Nos. (i) Survey No.104 Hissa No. C/1, (ii) Survey No. 104 Hissa No. C/2, (iii) Survey No. 104 Hissa No. C/3, (iv) Survey No. 104 Hissa No. C/4

and (v) Survey No. 104 Hissa No. C/5 admeasuring in aggregate 14000 sq.mtrs situate, lying and being at Village Dhovli, Taluka Vasai and District Palghar ("**Property**"). The said Property is more particularly described in the **First Schedule** hereunder written. The 7/12 extracts of the Property are annexed hereto as **Annexure "A"**.

- B. The Promoter proposes to develop part of the said Property by Constructing two buildings thereon. Presently, on a portion admeasuring 4539.37 sq. mtrs the promoters is constructing One building comprising of Ground/Stilt plus 22 storied known as SHRIPAL SATTVA registered as "Shripal Sattva Building 1" with RERA along with all requisite infrastructure, on the terms and conditions more particularly set out therein ("**Project**"). A copy of the layout plan is annexed hereto and marked as **Annexure "A-1"**.
- C. The Promoter has obtained from the competent authorities (i) Commencement Certificate ("**CC**") bearing no. VVCMC/TP/CC/VP-4577/524/2021-22 dated 05/01/2022 (ii) Revised Development Permission bearing no VVCMC/TP/RDP/VP-4577/615/2022-23 dated 31/03/2023, (iii) Sub division along with Revised Development Permission of layout bearing no approval VVCMC/TP/RDP/VP-4577/459/2023-24 dated 05/03/2024 and (iv) Further Revised Development Permission ("**RDP**") bearing no VVCMC/TP/RDP/VP-4577A/401/2023-24 dated 05/03/2024. The Promoter has commenced the construction in the Project in accordance with the approvals so obtained. Copies of the above-mentioned approvals are annexed and collectively marked as **Annexure "B"**, to this Agreement.
- D. The Promoter has vacant possession of the Property.
- E. DSK Legal, Advocates & Solicitors, have conducted their due diligence and have issued their Title Certificate in respect of the said Property. A copy of the Title Certificate is annexed hereto and marked as **Annexure "C"**.
- F. The Promoter has appointed Architect Reza Kabul as their Designing Architects, Megha Urbanscapes as Liaisoning Architects, Struct Bombay Consultants as the Structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents in respect of the same have been inspected by the Purchaser.
- G. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the rules made thereunder with RERA under serial no. **P99000052272**. An authenticated copy of the registration certificate granted by RERA, in respect of the Project, is annexed hereto and marked as **Annexure "D"**.

- H. The Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title regarding the said Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the Act, including but not limited to the following:
- (i) the common areas, facilities and amenities in the Project that may be usable by the Purchaser along with purchasers of flats/shops/units in other buildings in the Property are listed in the **Annexure "E"** hereto; and
 - (ii) Specifications, fixtures, fittings, facilities and amenities of the flat/shop/unit to be purchased by the Purchaser, as annexed as **Annexure "F"** hereto.
- I. The Purchaser has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the said Property and after satisfying himself/herself/themselves/itself about the title of the Promoters thereto and the Purchaser having accepted the same, the Purchaser has entered into this Agreement with the Promoters and the Purchaser hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the said Property at any time in future.
- J. The Purchaser is aware that the marketing collaterals provided by the Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- K. The Promoters have procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal / website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as "**the Government Portal**") and the Promoters shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the Occupancy Certificate in respect of the Project.

- L. The Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- M. The Purchaser being fully satisfied in respect of the title to the said Property and all permissions, plans etc. and all the representations made by the Promoters and right of the Promoter to develop the said Property, has approached the Promoter and applied for allotment of **Flat No. 919 Wing "B"** admeasuring **49.85** square meters carpet area (as per RERA) and in addition thereto an enclosed balcony admeasuring **NIL** square meters carpet area on the **9th floor** (hereinafter referred to as "**the Flat**") in the Project building known as Shripal Sattva Building1 ("**Building**") and more particularly described in the **Second Schedule** hereunder written and shown in the floor plan annexed hereto and marked as **Annexure "G"** along with an exclusive amenity attached to the Flat being **NIL** car parking space/s bearing no **NIL** (hereinafter referred to as "**the Car Parking Space/s**") and more particularly described in the **Second Schedule** hereunder written. The Flat and the Car Parking Space/s are hereinafter collectively referred to as the "**Premises**", in this Agreement.
- N. The Promoter has agreed to sell and allot to the Purchaser and the Promoters have agreed to confirm the sale of the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoters, the Flat for a **Total Consideration of Rs. 57,21,000/- (Rupees Fifty-Seven Lakhs Twenty-One Thousand Only)** and on the terms and conditions as hereinafter appearing. The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their / its exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.
- O. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoters.
- P. It is clarified by the Promoters that, the building plans though approved by the competent authorities are tentative and are liable to be changed and / or revised or amended as per the requirements of the Promoter and / or as may be ultimately approved / sanctioned by the competent authorities and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoter is acknowledged and accepted by the Purchaser. In any event, the Purchaser hereby gives his/her/their/its irrevocable consent to any such revision / amendment to

the building plans sanctioned by the competent authorities and undertakes that he/she/they/it shall not raise objection to the same.

- Q. Save and except as disclosed, the Promoters have not entered into any agreement for sale and/or development agreement with any person or party with respect to the Property, including the Project and the Flat which will, in any manner, affect the rights of Purchaser under this Agreement.
- R. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Flat to the Purchaser in the manner contemplated in this Agreement.
- S. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.
- T. In accordance with Section 13 of the Act, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser alone.
- U. Relying upon the same as stated hereinabove, the Promoter hereby agrees to sell the Flat to the Purchaser and the Purchaser hereby agrees and undertakes to purchase the Flatas set out herein.

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

1. DEFINITIONS

- 1.1. In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:
 - 1.1.1. "**Act**" means and includes The Real Estate (Regulation And Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Competent Authority from time to time.
 - 1.1.2. "**Agreement**" shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof.

- 1.1.3. **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the Ministry of Environment and Forests ("**MOEF**"), Central Government, Government of Maharashtra, Vasai Virar City Municipal Corporation ("**VVCMC**"), MHADA and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the development of the Project by utilization and consumption of the available Floor Space Index ("**FSI**") and the Transferable Development Rights ("**TDR**") and fungible / premium FSI (by whatever name called) that may be loaded on the Project in accordance with the applicable development regulations.
- 1.1.4. **"Association/ Apex Body / Organization / Society"** shall mean an association / company / society / condominium or any such entity to be formed of the purchasers in the Project as per Applicable Laws. It is clarified that, as the Project is proposed to be developed in multiple phases, each phase could have an independent Association / Organisation.
- 1.1.5. **"Building"** shall mean building known as Shripal Sattva Building 1 to be constructed on the said Property comprising of Stilt and part Ground plus 22 residential floors.
- 1.1.6. **"Common Amenities of the Project"** shall mean the common areas and common amenities, facilities, infrastructure, recreation areas and such other services as are available to and / or in respect of the Project, which are to be used by the Purchaser along with other occupants / holders of the residential flats of the Project and are more particularly listed in **Annexure "E"** annexed to this Agreement.
- 1.1.7. **"Common Amenities Maintenance Amount"** shall mean the amount payable by the Purchaser in respect of the maintenance charges of the Common Amenities of the Project.
- 1.1.8. **"Car Parking Space/s"** means an exclusive amenity attached to the Flat being car parking space/s in the Building.

- 1.1.9. "**FSI**" means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying premium or otherwise) as defined under the applicable development control regulations.
- 1.1.10. "**Liquidated Damages**" shall mean an amount equivalent to 10% of the Total Consideration as defined in this Agreement.
- 1.1.11. "**Advance Maintenance Amount**" shall mean the amount payable by the Purchaser in respect of the Premises towards maintenance charges for 18 months
- 1.1.12. "**Other Charges**" means share money, society formation charges, legal charges, Sub-station charges, electric meter and water connection charges, development charges, fire cess, labour cess, club house charges, and any other miscellaneous charges including any additional/future premium / charge / levy / penalties / surcharge imposed by any authority/the Promoter.
- 1.1.13. "**Premises**" means the Flat and the Car Parking Space/s. In case any purchaser of shop/s or flats/s is not desirous of purchasing car-parking space/s then in that case Premises shall only mean Flat.
- 1.1.14. "**Sanctioning Authorities**" means the MHADA / VVCMC and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.
- 1.1.15. "**Taxes**" shall mean such taxes as may be imposed on the Total Consideration, Maintenance Amount, Other Charges, if applicable including GST, LBT, MVAT or such other taxes as may be imposed by the concerned authorities.
- 1.1.16. "**TDR**" means Transferable Development Rights as defined under the applicable development regulations.
- 1.1.17. "**Total Consideration**" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Flat only to the Promoter as set out in Clause 6 of this Agreement.
- 1.1.18. "**The Flat**" means **Flat No. 919** Wing "**B**" admeasuring **49.85** square meters carpet area (as per RERA) along with an enclosed balcony admeasuring **NIL** square meters, on the **9th floor** of the building and more particularly described in the **Second Schedule** hereunder written

and shown delineated by a RED coloured boundary line on the floor plan annexed hereto and marked as **Annexure "G"**, to this Agreement.

2. INTERPRETATION AND CONSTRUCTION

2.1. Unless the context otherwise requires:

2.1.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to: -

- (a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- (b) All statutory instruments or orders made pursuant to a statutory provision; and
- (c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.1.2. Any reference to the singular shall include the plural and any reference to the plural includes the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.1.3. The expression "month" and "year" shall be to the calendar month and calendar year.

2.1.4. Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

2.1.5. References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), LLP(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

2.1.6. The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

2.1.7. Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

- 2.1.8. References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.
- 2.1.9. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.1.10. The words "include" and "including" are to be construed without limitation.
- 2.1.11. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage as agreed between the Parties that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard inter alia to the cost of construction, the cost of funds raised by Promoter, the ability or inability of Promoter to resell the Premises, among others. The Purchaser waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.1.12. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.
- 2.1.13. The Promoter and the Purchaser are hereinafter, for the sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

3. DISCLOSURES AND TITLE

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of its right, title and interest to the said Property and the Purchaser has taken full, free and complete disclosure of the right, title and interest of the Promoters to the said Property and the Purchaser has taken full, free and complete inspection of (i) all the information/disclosures that have been uploaded by the Promoters on the Government Portal under the provisions of the Act, and (ii) all relevant documents and has also satisfied

himself / herself / themselves of the particulars and disclosures of the following:-

- 3.1.1. Nature of the right, title and interest of the Promoters to the said Property and the development of the Project and the encumbrances thereon, if any.
- 3.1.2. The drawings, plans and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the Project, the Building and the floor plan of the Premises.
- 3.1.3. Particulars of fixtures, fittings and amenities to be provided in the Flat and the Project are more particularly mentioned in the **Annexure "F"** and **Annexure "E"** respectively annexed hereto.
- 3.1.4. All particulars of the designs and materials to be used in the construction of the Flat and the Building.
- 3.1.5. The nature of the Organization to be constituted of the purchaser/s / acquirer/s of the flats in the Project.
- 3.1.6. The Approvals obtained and to be obtained in relation to the Project.
- 3.1.7. The various amounts and deposits that are to be paid by the Purchaser/s including the Total Consideration, Maintenance Amount, Other Charges and Taxes.
- 3.1.8. Nature of responsibilities of the Promoters under this Agreement.
- 3.1.9. The nature of the right, title and interest of the purchasers of the flats in the Project; and
- 3.1.10. The details of the scheme of the development of the said Property envisaged by the Promoter being in a phased manner.
- 3.2. The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser

further confirms that the queries raised by him/her/them with regard to the Premises, the Building, the Project, the said Property and the terms hereof have been responded to by the Promoters. The Purchaser confirms that the Purchaser has been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement. The Purchaser has accepted the right, title and interest of the Promoters and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Purchaser hereby confirms that the Purchaser/s has / have agreed to purchase the Flat based on the terms and conditions stated hereunder and that the Promoters shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner, of whatsoever nature.

- 3.3. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be only restricted to the Flat agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoter of the Total Consideration, Advance Maintenance Amount, Other Charges and Taxes, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Promoter has informed the Purchaser that the Promoter is developing the Property in a phased manner and shall be entitled to develop/deal with remaining phases of the Property, open area/amenity area, without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever and the Promoter, shall be solely entitled to deal with such premises / benefits / rights / areas in remaining phases of the Property, open area/amenity area.
- 3.4. The Purchaser/s has/have been apprised and made aware and the Purchaser/s agree/s, acknowledge/s and confirm/s:
 - 3.4.1. The development of the Property is being undertaken in phased manner as a composite layout on such terms and conditions as the Promoter may deem fit and proper.
 - 3.4.2. The phase-wise development of the Property including the Common Amenities of the Project will take substantial time for completion.
 - 3.4.3. The Promoter shall be entitled to develop the Common Amenities for the Property and the Project jointly.

- 3.4.4. In the course of development of the Project and the Property, the Promoter shall be entitled to amend or substitute the sanctioned layout plan (including the Common Amenities of the Project), building plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with Applicable Laws and the Purchaser has accorded its consent to the Promoter for the same.

4. PLANS

- 4.1. The Promoters have procured certain development approvals till date in respect of the Project, which are uploaded on the Government Portal and the Promoters shall procure and upload the balance approvals on the Government Portal from time to time. The Purchaser hereby consents and confirms that it shall be the sole responsibility of the Purchaser to review and visit the Government Portal from time to time to get regular updates on the development/construction approvals of the Project and that the Promoters shall not be required to send any separate updates to the Purchaser herein.
- 4.2. The Purchaser acknowledges the right of the Promoters to amend / revise the building plans and the lay out plans, in the interest of the development to be done in the Project, subject to provisions of the applicable law and hereby accords its consent to the Promoters in respect of the same. If as per the provisions of the applicable laws, any consent of the Purchaser is required for change of layout plans/building plans of the Project, then the Purchaser shall be deemed to have given such consent unless objected within a period of seven (7) days, from the date of the written intimation for such consent by the Promoters or either of them. The Purchaser hereby further confirms that it shall substantiate/provide specific reasons for raising any objection to any changes proposed by the Promoters to the layout/building plans/floor plan.
- 4.3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

5. AGREEMENT

- 5.1. The Purchaser hereby agree/s to purchase from the Promoter and the Promoter with the confirmation of the Promoters hereby agrees to sell to

the Purchaser, the Flat more particularly described in the **Second Schedule** hereunder written and shown hatched on the floor plan annexed hereto and marked as **Annexure "G"** for the **Total Consideration of Rs. 57,21,000/- (Rupees Fifty-Seven Lakh Twenty-One Thousand only)**, subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities.

- 5.2. The location of the Car Parking Space/s is as shown in the plan annexed hereto and shown in blue colour boundary and marked as **Annexure "G1"** and bearing no. **NIL**. Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.
- 5.3. The Promoter has 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.

6. PAYMENTS

- 6.1. The Purchaser has paid the Promoter a sum of **Rs. 2,86,050/- (Rupees Two Lakh Eighty-Six Thousand Fifty Only)** out of the Total Consideration (the payment and receipt whereof, Promoter doth hereby admits and acknowledges and acquits, releases and discharges the Purchaser from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs. 54,34,950/- (Rupees Fifty-Four Lakh Thirty-Four Thousand Nine Hundred Fifty Only)** in the manner as more particularly set out in **Annexure "H"** hereto annexed, for the Flat only, time being of the essence of this Agreement.
- 6.2. Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source, if any ("**TDS**") as may be required under prevailing law while making any payment to the Promoter under this Agreement, shall be acknowledged/credited by Promoter only upon Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.
- 6.3. Provided further that, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser, upon the Purchaser producing such certificate. It is hereby

agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Premises to the Purchaser.

- 6.4. Time for payment of the aforesaid instalments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under the Act on all delayed payments.
- 6.5. The Purchaser is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax ("**GST**") at the applicable rates on the Total Consideration of the Flat and on all other amounts payable under this Agreement or part thereof. The Purchaser hereby agrees to pay the applicable Taxes on the Total Consideration of the Flat and/or the Maintenance Amount and Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to the Promoter, if any, being the amount payable towards the Taxes as and when demanded by the Promoter. The Purchaser hereby also agrees to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter.

The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.

- 6.6. The Total Consideration is exclusive of Advance Maintenance Amount, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser confirms and agrees that the Advance Maintenance Amount, Other Charges and Taxes for the Building and for the Project shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off. The Purchaser shall also fully reimburse the expenses that may be incurred by Promoters consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoters or vice versa on account of such liability arising out of non-payment of the aforesaid amounts by the Purchaser.
- 6.7. In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and

amenities as provided in the Project and permitted to be utilized by the Purchaser.

- 6.8. The Purchaser/s shall pay to the Promoter a sum of **Rs. 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)** towards Other Charges (subject to change as applicable). The Other Charges shall be payable by the Purchaser/s at the time of possession.
- 6.9. The Purchaser shall pay the Amount of **Rs. 72,000/- (Rupees Seventy-Two Thousand Only)** being 18 months of Advance maintenance charges for the Flat along with applicable GST and Rs. **NIL** being the 18 months Advance Maintenance Amount for Car Parking Space/s. The amounts are payable over and above Total Consideration and other charges. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Association/ Apex Body/Organization/Society that may be formed.
- 6.10. The Purchaser/s shall on or before delivery of possession of the said Apartment/s make payment to the Promoter of the other charges cost as mentioned in Clause 6.8 and 6.9 above.
- 6.11. The Promoter shall not be liable to refund any amounts paid by the Purchaser towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MHADA and/or VVVMC and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise.
- 6.12. Notwithstanding, what is mentioned in this Agreement, it is hereby agreed by and between the Promoter and the Purchaser that the Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the ad hoc non-interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Promoter, the Purchaser hereby agrees to forthwith pay the same to the Promoter within a period of seven (7) days without any delay or demur being the essence of this Agreement.

It is hereby further agreed between the Promoter and the Purchaser that, in the event if any GST and/or any other tax by whatsoever name called is levied by the central or state Government, local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser to the Promoter as mentioned hereinabove then, the same shall be solely borne and paid by the Purchaser alone.

- 6.13. The Purchaser hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the Project and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the flats/shops premises, etc. and the Purchaser shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoters under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Property and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Property and/or any part or portion thereof payable by the Purchaser under this Agreement to the Promoter and/or its nominees and/or the competent authority.
- 6.14. It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- 6.14.1. make payment of the instalments as mentioned hereinabove, to the Promoters from time to time without any delay or demur for any reason whatsoever, time being of the essence;

- 6.14.2. observe all the covenants, obligations and restrictions stated in this Agreement; and
- 6.14.3. any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 6.15. It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 6.16. The Purchaser hereby agrees and undertakes that he/she/they accords his/her/their irrevocable consent that any payment made by the Purchaser to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- 6.16.1. firstly, towards Taxes and statutory dues in relation to the Premises and/or this Agreement;
- 6.16.2. secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- 6.16.3. thirdly, towards interest on any delayed amounts payable hereunder;
- 6.16.4. fourthly, towards the Maintenance Amount and Other Charges; and
- 6.16.5. finally towards Total Consideration.
- Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.
- 6.17. All payments shall be made by the Purchaser within 15 (fifteen) days of notice in writing by the Promoter to be given as hereinafter mentioned.
- 6.18. Time for payment is the essence of this Agreement. In addition to the Total Consideration, the Purchaser shall be liable to pay Maintenance Amount, Other Charges and Taxes as mentioned in this Agreement.
- 6.19. The Promoter shall confirm the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the Building is complete and the Occupancy Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/-3%. The total price payable for the carpet area of the

Flat shall be recalculated upon confirmation by the Promoter. If the total carpet area of the Flat reduces below than 3%, then the Promoter / Promoters shall refund the excess money paid by Purchaser within forty-five (45) days with annual interest at the rate specified in the Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Flat over and above 3%, then the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made in proportion to the purchase price as agreed per square.ft of RERA carpet area

- 6.20. The Total Consideration is escalation-free. In the event, there is any escalation/increase, due to increase on account of development charges, taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/Government from time to time, then the same shall be collected from the Purchaser under the head of Other Charges. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / notice / letter published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Promoter as per the next milestone of the payment plan.
- 6.21. The Total Consideration to be paid by the Purchaser to the Promoter under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the **"Shripal Sattva LLP – Shripal Sattva Collection Escrow A/c", maintained with HDFC Bank Ltd, Kamala Mills Branch having Account Number 5750-0001-1625-12 ("the Designated Account")**. In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Premises, the Purchaser undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Total Consideration as due and payable to the Promoter on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Purchaser.

- 6.22. The payment towards the Maintenance Amount, Other Charges and Taxes shall be made by the Purchaser to the Promoter in accordance with the demand raised by the Promoter.
- 6.23. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7. RIGHTS OF THE PROMOTER

- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Promoter to the Purchaser and the allotment of Car Parking Space/s as an exclusive amenity attached to the Flat and all other premises of the Promoter shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 7.2. The Purchaser hereby grants his/her/their irrevocable authority, permission and consent to the Promoter, that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the Building constructed in the Project, as the case may be.
- 7.3. The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other Approvals for, including but not limited to:-
- 7.3.1. acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the said Property; and
- 7.3.2. Amalgamation of the said Property with any adjoining plots of land.

The Purchaser shall not have any objection to the aforesaid and the Purchaser does hereby grant his/her/their irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.

- 7.4. It is hereby expressly agreed that the Promoter shall always be entitled to sell the shops/flats in the Building / Project for the purpose of using the same for residence/retail as well as for such other user as may be

permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the Flat and/or the for the aforesaid purposes by the respective purchasers thereof.

Hereafter, if any further FSI including fungible FSI or on account of TDR or otherwise by whatever name called is permitted to be utilized on the said Property in accordance with the applicable law, the same shall inure to the benefit of the Promoters, till the transfer of the said Property in favour of the Apex Body/Association/Organisation/Society.

- 7.5. The Promoter shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper ("**Project Management Agency**") to manage the operation and maintenance of the Project including but not limited to the Building, Common Amenities of the Project, STPs, garbage disposal system and such other facilities that the Promoter shall install and intend to maintain for a period of at least 3 (three) years after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Promoters) for such remuneration/fee, (and escalation thereto) as may be applicable. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and Common Amenities of the Project until the aforesaid period. It is hereby clarified that either the Promoter or the Project Management Agency shall have a right to recover the amounts from the various purchasers in the Project towards the maintenance and outgoings for upkeep and maintenance of the Project.

In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser shall either directly pay the aforesaid project management fees to the Promoter or the Project Management Agency.

- 7.6. It is hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association/Apex Body/Organisation/Society for any

act, deed, matter or thing committed or omitted to be done by the Project Management Agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in the course of such maintenance, management, control and regulation of the Project.

- 7.7. The rights of the Purchaser and the purchasers of other premises in the Building shall be subject to and shall not dilute the overall authority, control and right of the Promoter in respect of any of the matters concerning the Project, the construction and completion thereof and all the amenities pertaining to the same. The Promoter shall have the absolute authority and control as regards the unsold flats/shops/premises forming part of the Project and the disposal thereof. The Promoter shall be liable to pay only municipal taxes as applicable at actuals and shall not be liable to pay any maintenance in respect of the unsold flats/shops/premises.
- 7.8. Till the entire development of the Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard. Without prejudice to the generality of the foregoing, the Purchaser agrees, confirms and warrants that the Promoters shall until the completion of the entire development of the Property have full and free access to the Project for and/or in connection with any and all promotional and/or other activities, including photo shoots, and the Purchaser (and the Organization/Association) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoters said rights under any circumstances whatsoever.
- 7.9. Subject to the provisions of the applicable laws, the Promoter shall be entitled to make variations/re-locations in water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, Common Amenities of the Project and their dimension as the Promoter deems fit.
- 7.10. In the event, the Promoters have paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable of the Premises or otherwise as may be

determined by the Promoter under the head Other Charges. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Promoter shall enclose the requisite notification / order / rule / regulation / letter / notice published / issued in that behalf along with the demand letter which will be issued by the Promoter and the Purchaser shall be liable to pay such amounts to the Promoter, within fifteen (15) days of such demand being made by the Promoters.

- 7.11. The Promoter shall be entitled to designate any spaces/areas in the Project, the Building, or any part thereof for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage, natural gas and radio and electronic communication) to be availed by the occupants of the flats/shops to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of flats/shops in the Project / Building, as the case may be. The Promoter and its workmen / agents / contractors / employees and/or occupants of the neighbouring buildings and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Project, the Building or any part thereof, as the case may be, without any restriction/obstruction/inconvenience from the Purchaser.
- 7.12. The Promoter shall be entitled to give portion of the said Property on lease basis, to such third party service provider, for an electric sub-station, as may be required under the provisions of the applicable laws.
- 7.13. The Promoter shall have an irrevocable and perpetual right to put a hoarding on any part of any Building including on the terrace and/or on the parapet wall and the aforesaid hoardings may be illuminated of neon signs/logos and for that purpose, the Promoter is fully authorised to put up temporary structures/erections for installation of cables, satellites, communication equipment, wireless equipment etc. The Purchaser agree/s not to object or dispute the same.
- 7.14. The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Project and/or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises.

- 7.15. It is agreed between the Parties that the Promoter shall be entitled to develop the Property in phase-wise manner and/or sector-wise and/or project wise manner as the Promoter may desire. The Promoters are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property in the manner deemed fit by the Promoters and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

8. OBLIGATION OF THE PROMOTERS

- 8.1. The Promoter shall construct the Project in accordance with the plans, designs, specifications that, are approved by the Sanctioning Authorities and with such variations and modifications as the Promoters may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s, and as may be permissible under the provisions of the applicable laws and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Promoters for carrying out construction as per the proposed plans and such changes in the building plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided, the Purchaser agrees and undertakes to pay additional consideration to the Promoter for such excess area on pro rata basis, based on the Total Consideration stated in Clause 6.1 hereinabove. The price of the Flat is based on the price of the building materials such as cement, steel, bricks, timber etc. and labour charges ruling as on today, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labour charges takes place on account of any reason statutory or otherwise the cumulative effect of such increase as assessed by the Promoters' architect shall be debited to the Promoter's account who shall pay the same on demand. The decision of the Promoter in this regard shall be final and binding on the Purchaser. The increased incidents may be charged and recovered by the Promoter from the Purchaser with any one or more installments or separately. The Purchaser hereby agrees and undertakes to pay such amounts to the Promoter within 15 (fifteen) days from the receipt of the demand in writing in that regard, time being of the essence.
- 8.2. The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the

plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the same.

- 8.3. The Promoters hereby agree that it shall, before handing over possession of the Premises to the Purchaser and in any event before transferring the said Property in favour of the Society make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and shall complete its title to the said Property so as to cause the transfer of the ownership rights of the said Property in favour of the Society.
- 8.4. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser towards Maintenance Amounts and shall utilize the Maintenance Amounts only for the purposes for which they have been received.
- 8.5. The Purchaser is aware that the obligation of the Promoters is (i) to maintain title to the said Property and transfer the ownership rights of the said Property in favour of the Association/Apex Body/Organisation/Society in the manner set out in this Agreement and (ii) obtain the permissions and approvals required to be obtained for getting the amended approved plan as proposed by the Promoter and (ii) MOEF Permission for the Property. Save and except the aforementioned the Promoters have no obligation / responsibility in respect of the construction and development of the Project or the delivery of the Premises to the Purchaser.
- 8.6. The Promoters shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the Property and to apply the net revenues generated therefrom towards costs incurred by the Promoters in undertaking its diverse obligations for development of the Property.
- 8.7. The Promoter shall be entitled to construct temporary structures, including site offices/sales lounges on the Property for and/or in connection with the development of the Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Promoters right to access the site offices and/or other temporary structures shall subsist irrespective of whether the Project is transferred to the Organization in the manner stated in this Agreement and shall continue until the entire Property is developed.

- 8.8. The development potential of the Property may increase during the course of development thereof, and the Promoters shall be entitled to all such increments and accretions and the Promoter shall be entitled to utilize such incremental development potential on the Property.

9. LOAN AGAINST THE PREMISES

- 9.1. It is hereby further expressly agreed that if the Purchaser approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**Purchaser's Lender**") for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration, Maintenance Amount, Other Charges and Taxes or part thereof in respect of the Premises to the Promoter and/or mortgaged / mortgages the Premises with the Purchaser's Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Purchaser's Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Total Consideration, Maintenance Amount, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder. Further, the Promoter shall not be liable or responsible for the repayment to the Purchaser's Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Premises and payment of charges to the Purchaser's Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Maintenance Amount, Other Charges and Taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Premises to which the Purchaser has no objection and hereby waives his/her/their/its right to raise any objection in that regard.
- 9.2. The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and the Purchaser's Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Association/Apex Body/Organisation/Society about the lien/charge of such Purchaser's Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

- 9.3. Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Consideration as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the Total Consideration irrespective of the fact that the Purchaser has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Purchaser has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Promoter shall be entitled to enforce their rights as mentioned herein.
- 9.4. The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoters and their successors and assigns may suffer or incur by reason of any action that the Purchaser's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Premises. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoter shall have first lien/charge on the Premises towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser further undertakes to reimburse the same to the Promoter without any delay, default or demur.

10. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES

- 10.1. On the Purchaser committing three (3) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's share of Maintenance Amount, Other Charges and Taxes as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 10.2. Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and

until the Promoter shall have given to the Purchaser fifteen (15) days prior notice in writing at the address provided by the Purchaser of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of fifteen (15) days as provided in such cure notice. It is hereby clarified that, this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser till such termination after deducting therefrom (i) Liquidated Damages, (ii) any interest on delayed payments, (iii) brokerage paid by the Promoter at actuals towards the sale of the Flat, and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Purchaser (collectively referred to as the "**Recovery Amounts**"). In the event, the Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Purchaser as an independent claim.

- 10.3. Provided further that, the Promoter shall not be liable to refund to the Purchaser any Taxes and Other Charges paid by the Purchaser under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoter to the Purchaser only out of the sale proceeds arising out of the re-allotment / sale of the Premises to a third party. The Promoter shall be refunding the said amount to the Purchaser within thirty (30) days from the date of receipt of intimation from the Promoter that it has re-sold/re-allotted the Premises to a third party provided the Purchaser executes a Deed of Cancellation in respect of the Premises with the Promoters and hand over of originals of all the documents executed in respect of the Premises including the Agreement for Sale, to the Promoter. The Promoter shall be entitled to re-sell/allot the Premises to a third party, from the date of the termination of this Agreement for Sale, without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 hereinabove.
- 10.4. In the event, the Promoter informs the Purchaser that they are unable to undertake the Project due to force majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained

in the preceding point, and as a consequence thereto, if the Purchaser decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Purchaser till then (excluding the Taxes deposited with the government) within thirty (30) days from the date of termination of the Agreement provided the Purchaser executes a Deed of Cancellation in respect of the Premises with the Promoters and hands over of originals of all the documents executed in respect of the Premises including the Agreement for Sale to the Promoter. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Premises and allot as an exclusive amenity of Car Parking Space/s attached to the Flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at their sole discretion.

- 10.5. It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clause 10.3 or Clause 10.4 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter or against the Premise. The Promoter shall be entitled to re-sell/allot the Premises to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 hereinabove.
- 10.6. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Purchaser's Lender against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Purchaser's Lender and resale of the Premises by the Promoter stating that the Purchaser has cleared the mortgage debt. On

receipt of such letter from the Purchaser's Lender, the Purchaser shall be (subject to what is stated in Clause 10.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Premises excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

- 10.7. All the rights and/or remedies of the Promoters including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

11. FIXTURE/FITTINGS AND COMMON AMENITIES

- 11.1. The Flat shall comprise of fixtures, fittings, facilities and amenities as more particularly mentioned in **Annexure "F"** annexed hereto.
- 11.2. The Common Amenities and Facilities of the Project as more particularly mentioned in **Annexure "E"** annexed hereto, shall be used and enjoyed by all the residential occupants of the Project. The occupants of shop/s shall not be entitled to use the Common Amenities and Facilities reserved for occupants of flats as specified in **Annexure "E"**, save and except STP, sub-station, firefighting system, and power backup for common areas. The occupants of the shops shall be permitted to use the access road forming part of Common Amenities and Facilities and the same is shown in brown colour hatched lines in the plan annexed hereto and marked as **Annexure "A-1"**.
- 11.3. Prior to execution hereof, the Promoters have given inspection to the Purchaser, the sanctioned plans of the Project and the sanctioned floor plans earmarking the Building along with specific areas for exclusive use of the occupants of the Building including the entrance gate, lobby at the ground level, car parking spaces and any common areas.

12. POSSESSION

- 12.1. The possession of the Premises shall be offered by the Promoter to the Purchaser after the Premises is ready for use and occupation and after the occupation certificate/part occupation certificate in respect of the Premises is obtained provided all the amounts towards the Total Consideration, Maintenance Amount, Other Charges and Taxes, due and payable by the Purchaser under this Agreement are duly paid by the

Purchaser. The Promoter shall endeavor to offer possession of the Premises to the Purchaser on or before **31st December 2027**, subject to a grace period of six (6) months and further subject to force majeure events and other factors as specified herein. Provided however, it is hereby clarified and agreed by the Purchaser that in the event, even after receipt of occupation certificate, if the government authorities are unable to provide necessary infrastructure facilities owing to shortage of such infrastructure, then, the Promoter shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Project. The Purchaser hereby expressly confirms that the Purchaser shall not raise any objection in that regard and shall accept possession of the Premises from the Promoter. The Promoter has informed the Purchaser that in such event, the Promoter shall make alternate arrangements for water supply through tankers for the sake of convenience of the purchasers in the Project. The Purchaser hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Purchaser hereby acknowledges that the water connection from the concerned authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Promoter responsible and liable for the same. The occupants of the shop/s and/or flats shall not object to the Promoter carrying out further construction on the Property after receipt of occupation certificate or part occupation certificate in respect of the shop/s and/or flats as the case maybe. The Purchaser shall accept the handover of the Flat offered by the Promoter in accordance with this Clause.

- 12.2. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to grace period of six (6) months and force majeure and other events as mentioned herein) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall refund to the Purchaser the amount of Total Consideration paid till such termination excluding the Taxes and Other Charges that may have been received by the Promoter from the Purchaser as instalments in part payment in respect of the Premises. In addition to refund of such amounts by the Promoter to the Purchaser, the Promoter shall also pay to the Purchaser, interest at the rate as may be prescribed under the Act from time to time from the date the Promoter receive such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the above mentioned amount within a period of thirty (30) days from the date of such termination provided the Purchaser executes

a Deed of Cancellation in respect of the Premises with the Promoters and hands over all original documents in respect of the Premises including the Agreement for Sale to the Promoter. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Premises and allot as an exclusive amenity attached to the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at their sole discretion.

- 12.3. Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the Building is delayed on account of:
 - 12.3.1. force majeure;
 - 12.3.2. stay or injunction order affecting the development of the Property / Project by any court of law, tribunal, competent authority, statutory authority, or any amendments to the applicable law, etc.;
 - 12.3.3. non-availability of steel, cement, other building material, water or electric supply;
 - 12.3.4. non-payment or delayed payment of installments by the Purchaser;
 - 12.3.5. labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, Licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter;
 - 12.3.6. election code of conduct;
 - 12.3.7. any change in the development regulations;
 - 12.3.8. any additional grant of FSI / TDR which may entail increasing the number of floors;
 - 12.3.9. economic hardship;

- 12.3.10. delay in receipt of documents and/or approvals;
- 12.3.11. any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, or its agent or not directly attributable to any wilful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the Premises and the Project.

For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, typhoon, tornado, subsistence, structural damage, pandemic, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

- 12.4. Subject to aforesaid events, if construction of the Building is not completed even within stipulated time period as mention in Clause 12.1 hereinabove, then by the end of such time period, the Purchaser shall be entitled to opt for an exit from the Project. If the Purchaser decide/s to opt for an exit, the Promoter shall be required to refund to the Purchaser the Total Consideration paid by the Purchaser to the Promoter till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under the Act from time to time, provided the Purchaser executes a Deed of Cancellation in respect of the Premises with the Promoter and hands over all original documents executed in respect of the Premises including the Agreement for Sale.

It is hereby clarified that on the occurrence of the aforesaid events as mentioned in Clause 12.3 hereinabove, the Purchaser shall not be entitled to claim any interest/damages/compensation whatsoever.

- 12.5. Upon possession of the Premises being delivered to the Purchaser, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the Premises, other than structural defect liability as per the provisions of the Act.
- 12.6. Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Property or the Building or any part thereof.

- 12.7. The Purchaser agrees that the return of the payment mentioned in Clause 10.3, Clause 10.4, Clause 12.2 and Clause 12.4 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his/her/their rights to claim against the Promoters for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 12.8. Upon receipt of the occupation certificate the Promoter shall give a written intimation to the Purchaser calling upon the Purchaser to pay the balance of the Total Consideration, Advance Maintenance Amount, Others Charges and Taxes, within fifteen (15) days of such notice. Upon receipt of the aforesaid amounts from the Purchaser the Promoter shall call upon the Purchaser to take possession of the Premises and the Exclusive Area within fifteen (15) days of the Promoter giving such written notice to the Purchaser. Upon the expiry of the said period of fifteen (15) days, it shall be deemed that the Purchaser has taken possession of the Premises and the Premises shall be at the risk of the Purchaser (irrespective of whether possession of the Premises is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Premises. It is agreed that irrespective whether possession of the Premises is actually taken or not by the Purchaser, the Purchaser shall be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Premises, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Building / Project. The Purchaser shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.
- 12.9. The Purchaser shall, prior to taking possession of the Premises examine and satisfy himself/herself/itself with the area of the Premises and the said amenities / fixtures provided in the Premises. Thereafter, the Purchaser shall have no claim against the Promoter with respect to the Premises or any other Common Amenities of the Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

- 12.10. Provided that, if within a period of five (5) years from the date of handing over possession or deemed to have taken the possession in respect of the Premises from the Promoter by the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Promoter any structural defect or damage in the Premises or the Building in which the Premises are situated within such period of five (5) years, then, wherever possible such defect or damage shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defect or damage, then the Purchaser shall be entitled to receive from the Promoter reasonable monetary compensation for such defect or damage as decided by the Promoter.

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Premises other than for its intended purpose or such other reasons attributable to the Purchaser, then the Promoter shall not be liable for the same.

13. ORGANIZATION

- 13.1. The Promoters shall, within 3 (three) months of the full occupation certificate in respect of the Project and subject to receipt of the entire consideration and all other amounts due and/or payable by the purchasers of the premises in the Project, transfer to the Organization the structures of the buildings comprised in the Project by executing/causing to be executed the necessary deed of conveyance / lease deed in favour of the Organization ("**Transfer Document**") which shall be in keeping with the terms and provisions of this Agreement.
- 13.2. The Transfer Document to be executed in favour of the Organization shall inter alia contain the following:
- 13.2.1. the right of the Promoters to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoters the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount.
- 13.2.2. The obligation of the Organization to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the Project and/or the Property and/or any portion thereof.

- 13.2.3. The obligation of the Organization to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoters or the Apex Body.
- 13.2.4. Declaration and undertaking by the Organization that the Organization shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the Property or any part thereof and/or upon the buildings constructed thereupon in such manner as they deems fit and the Organization shall not have any objection in this regard;
- 13.2.5. The confirmation of all the rights and entitlements of the Promoters under this Agreement.
- 13.2.6. The confirmation and acceptance of all the obligations of the Purchaser under this Agreement.
- 13.3. The Promoters shall, within 3 (three) months of construction of the last of the buildings to be constructed on the Property and receipt of the full occupation certificate in respect thereof, convey and transfer to the Apex Body the Property, but excluding the portions of the Property and/or the structures standing thereon as are required to be handed-over and conveyed to the concerned authorities (the "**Apex Body Transfer Document**") by executing necessary deed in favour of the Apex Body and the Apex Body Transfer Document shall be in keeping with the terms and provisions of this Agreement.
- 13.4. The Apex Body Transfer Document shall inter alia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoters for safeguarding their overall interest in the Property (including the Property) and (2) a covenant by the Apex Body to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.
- 13.5. It is clarified that the Apex Body Transfer Document shall exclude the commercial premises located on the Property, which shall be conveyed in favour of the separate society to be formed in respect thereof.

- 13.6. The Advocates for the Promoters shall prepare and/or approve the Apex Body Transfer Document to be executed in favour of the Apex Body and as also the Transfer Document in favour of the Organization. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Transfer Document and the Apex Body Transfer Document shall be borne and paid by all the purchasers of the various premises in the Organization, or by the Apex Body, as the case may be.
- 13.7. The Purchaser along with other allottee(s) / purchaser(s) of apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization/s of purchasers. No objection shall be given by the Purchaser if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority
- 13.8. The Purchaser is aware that if any part of the Property is allotted by the government or any other statutory authority then the transfer of such land in favour of the Apex Body shall be subject to the terms and conditions of such allotment/ grant by the government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer of such land shall be borne by the Apex Body.
- 13.9. It shall be an obligation of the Organization to become a member of the Apex Body along with other organizations of the buildings on the Property for the purpose of repair and maintenance of the infrastructure on the Property and Common Amenities.
- 13.10. At the time of execution of the conveyance / lease deed of the structure/s / building/s to the Association / Organisation the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area of the structure/s / building/s to the Association / Organisation.

14. COMMON AMENITIES OF THE PROJECT

- 14.1. It is expressly agreed that the Purchaser shall be entitled to the Common Amenities for the Project and the construction to be undertaken on the Property as more particularly mentioned in **Annexure "E"** annexed hereto subject to the payment of maintenance charges for the Common Amenities as maybe charged by the Promoter.
- 14.2. It is clarified that the Common Amenities shall also be constructed and provided in a phased manner, at the sole discretion of the Promoter and are subject to sanction by the concerned authority. It is hereby agreed that the Common Amenities along with such further areas, amenities and facilities so identified and earmarked by the Promoter during the course of completion of the development of the Property shall be construed as Common Amenities for the Project and the Property. It is hereby clarified that upon completion of the Common Amenities the Purchaser shall be liable to pay the proportionate maintenance charges for the same.
- 14.3. Till completion of the development of the Property, the Promoters have informed the Purchaser that the Purchaser and all the other members of the Organization (formed of the buildings of which occupation certificate has been received) shall pay to the Promoters (i) proportionate property tax/municipal tax, levies, cess in respect of the Project, and (ii) for the Common Amenities Maintenance Amount.
- 14.4. It is clarified that at the time of the Promoter offering possession of the Premises to the Purchaser, the Purchaser shall be liable to pay such amount as the Promoter shall charge towards Common Amenities Maintenance Amount being a provisional contribution for the initial 18 (eighteen) months from the date of the possession of the Premises being offered to the Purchaser. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest. The details of the Common Amenities Maintenance Expenses are more particularly mentioned in the **Annexure "I"**. After completion of the initial 18 (eighteen) months as aforesaid or exhaustion of the Common Amenities Maintenance Amount, the Purchaser shall be liable to bear and pay the additional charges towards Common Amenities Maintenance Amount and the Purchaser further undertakes to pay such provisional monthly contributions on or before the 5th day of each month in advance. The Promoter shall be entitled to charge the Common Amenities Maintenance Amount till completion of the development of the entire Property and handover of the entire Property to the Apex Body. After handover of the entire Property to the Apex Body, the common

amenities maintenance amount shall be payable as the Apex Body may decide.

15. COVENANTS BY THE PURCHASER

- 15.1. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes and shall use the car parks if allotted for the purpose of parking the Purchaser's own vehicle. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted.

- 15.2. It is agreed that until the date the Promoter offers possession of the Premises to the Purchaser and the Promoter receives the Total Consideration, Maintenance Amount, Other Charges and the Taxes (as mentioned herein) from the Purchaser, ("**Lock-in Period**"), the Purchaser shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except the same is done through the Promoter (with a view to maintain price parity for the Project). The Purchaser acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser agrees to abide by the same. In the event, the Purchaser assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoter shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause 10 hereinabove shall follow.

- 15.3. The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

- 15.4. The Purchaser with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows:
 -
 - 15.4.1. to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building/Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building/Premises or part thereof;

- 15.4.2. not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and to rectify damage at his/her costs;
- 15.4.3. to carry at the Purchaser's own cost all internal repairs to the Premises and maintain in the same condition, state and order in which it was delivered by the Promoter and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 15.4.4. not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the Building and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Premises;
- 15.4.5. not to do or permit to be done any act which may render void or voidable any insurance of the said Property and the construction thereon, as the case may be, or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- 15.4.6. not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Project and/or the said Property;
- 15.4.7. to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges,

charges for maintenance of STPs, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Premises or otherwise;

- 15.4.8. to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Project and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- 15.4.9. to permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Project Management Agency and its employees, at all reasonable times, to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Premises for the benefit of the Building or the Project. The Purchaser shall not obstruct or hinder the Promoter and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Promoter in that regard;
- 15.4.10. the Purchaser shall not without the prior written consent of the Promoter let, sub-let, grant leave and license or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained its prior consent in writing in that behalf;

- 15.4.11. not to close or permit to be closed/enclosed chajjas or balconies, architectural projections/ features or any such areas which are appurtenant to the Premises (if any)/ Building or change the external colour scheme or the pattern of the colour of the Building;
- 15.4.12. not to change exterior elevation or the outlay of the Building and / or the Premises;
- 15.4.13. not to install/construct/erect water storage tank/s in the Premises;
- 15.4.14. save and except a name plate not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the Premises, the Building and/or in any part of the Project, without the prior written permission of the Promoter and/or the Society, as the case may be;
- 15.4.15. not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or chajjas or architectural projections/ features or other open space/s (if any) forming a part of or appurtenant to the Premises. If the Purchaser desires to affix/install grills to the windows of the Premises, or grill/s or safety door/s to the main door of the Premises, then the Purchaser shall obtain the prior written permission of the Promoter and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Promoter and/or the Society, as the case may be, in that regard. It is further clarified that any such act by the Purchaser to cover the open terrace/s, the open balcony/balconies or chajjas, architectural projections/ features or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser as to costs and action if any by the authorities / Society;
- 15.4.16. not to construct/erect any brick or masonry wall / partition / loft / mezzanine in the Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;
- 15.4.17. not do or suffer to be done anything on the Project / Flat / Car Parking Space/s which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

- 15.4.18. not to demand partition of the Purchaser interest in the said Property and / or the Building, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible, and not to demand any sub-division of the Premises or the said Property or the Building or any part thereof;
- 15.4.19. not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser;
- 15.4.20. the Purchaser agrees not to make any claim or complaint on account of any inconvenience on account of any nuisance, obstruction of air, light, noise etc., interference or impediment being caused to the Purchaser on account of phase wise development of the Property being undertaken by Promoter after possession of the Premises have been handed over by Promoter to the Purchaser;
- 15.4.21. not to violate and to abide by all rules and regulations framed by the Promoter and its designated Project Management Agency or by the Society, for the purpose of maintenance and up-keep of the Building/ Project;
- 15.4.22. upon the Promoter terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Premises or any part thereof and/or the Project and/or against the Promoter and the Promoter shall be entitled to deal with and dispose off the Premises to any other person/s as it deems fit without any further act or consent of the Purchaser/s;
- 15.4.23. to co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within fifteen (15) days from receipt of intimation by the Promoter in respect thereof and to attend the Promoter's office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Promoter in its sole and unfettered discretion, including as mentioned in this Agreement; and

- 15.4.24. grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter have offered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Project.

16. OUTGOINGS

- 16.1. Commencing fifteen (15) days after notice in writing is given by the Promoter to the Purchaser to take possession of the Premises, irrespective of whether possession is taken or not, the Purchaser shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building and as mentioned in **Annexure "I"**. Until the management of the Building is handed over to the Association/Apex Body/Organization/Society, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. In addition to the aforesaid, the Purchaser shall also be liable to pay proportionate charges towards such infrastructure and Common Amenities of the Project as and when they are available for the use of the Purchaser. Until the management of the Project is handed over to the Association/Apex Body/Organization/Society, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.
- 16.2. The Purchaser shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Promoter within fifteen (15) days from the date of demand by the Promoter.
- 16.3. It is agreed that the Promoter are not liable to render any accounts in respect of any amounts collected under the head Other Charges to the Purchaser. At the time of the Promoter offering possession of the Premises to the Purchaser, the Purchaser shall be liable to pay such amount as the Promoter shall charge towards Maintenance Amount being a provisional contribution for the initial 18 (eighteen) months from the date of the possession being offered to the Purchaser. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid

amount/deposit shall not carry any interest. The details of the Maintenance Expenses are more particularly mentioned in the **Annexure "I"**. After completion of the initial 18 (Eighteen) months as aforesaid or exhaustion of the Maintenance Amount the Purchaser shall be liable to bear and pay the additional charges towards Maintenance Amount in respect of the said Premises and the Purchaser further undertakes to pay such provisional monthly contributions on or before the 5th day of each month in advance. The Promoter shall be entitled to charge the Maintenance Amount till handover of the Building to the Organization. After handover of the Building to the Association/Apex Body/Organization/Society, the maintenance amount shall be payable as the Association/Apex Body/Organization/Society may decide.

16.4. Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.

16.5. The Purchaser hereby agrees to bear and pay all Taxes due and payable on the Total Consideration, Maintenance Amount, Other Charges and all other amounts due and payable under this Agreement.

17. INTEREST

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter, such interest rate as may be prescribed under the Act on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date, the said amount is payable by the Purchaser to the Promoter until the date all such outstanding amount is received by the Promoter.

18. CANCELLATION

18.1. In the event, the Purchaser expresses its/his/her desire to cancel the reservation/allotment of the Flat along with the Car Parking Space/s for any reasons whatsoever (save and except for reasons mentioned in Clause 12.2 and Clause 12.4 hereinabove), then the Promoter shall be entitled to forfeit/deduct the Recovery Amounts from the Total Consideration paid by the Purchaser till such cancellation and consequently other provisions of the termination, as set out in Clause 9 herein, shall consequently concomitantly follow including the execution of

the Deed of Cancellation and handover of originals of all the documents in respect of the Premises to the Promoter.

- 18.2. It is hereby clarified that forfeiture of the amounts as aforesaid/ deduction of Liquidated Damages are without prejudice to the other rights available to the Promoter including the entitlement to levy such interest rate as prescribed under the Act.
- 18.3. Upon such cancellation/termination of this Agreement, the Purchaser's right to the Premises shall forthwith cease to exist and the Promoter shall be entitled to re-allot/sell the same in favour of any third party at its discretion.
- 18.4. The Purchaser further agrees that receipt of the aforementioned refund by way of Cheque, if any, by hand delivery/registered post acknowledgment due at the address/encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re-selling/re-allotting the Premises to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Premises or any part thereof.

19. STAMP DUTY AND REGISTRATION

The stamp duty and the registration charges of and incidental to this Agreement and or any other transfer documents shall be borne and paid by the **Purchaser**. The Parties shall present this Agreement at the concerned office of Sub-Registrar of Assurances and admit execution of this Agreement within the time limit prescribed by the Registration Act, 1908.

20. NOTICES

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as given below or such correspondence address as may be communicated by the Purchaser to the Promoter in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser at the address hereinbefore stated, through registered letter, courier service, personal delivery or electronic mail. Date of service of a

notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. It is hereby clarified that; the Promoter shall serve the notice only to the Purchaser named firstly in the name clause and the same shall be deemed to be served on all the purchasers.

**Address: Regency, Babhola Road,
Near Sai Baba Mandir,
Babhola, Vasai (W) - 401202.**

Email ID: abhishjain16576@gmail.com

21. INDEMNIFICATION BY THE PURCHASER

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

22. GENERAL PROVISIONS

- 22.1. This Agreement may only be amended through written consent of the Parties.
- 22.2. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the [Premises], in case of a transfer, as the said obligations go along with the [Premises] for all intents and purposes.
- 22.3. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent

necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- 22.4. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 22.5. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the Parties hereto.
- 22.6. It is hereby agreed that it shall be the obligation of the Promoters to comply with and fulfil all the obligation, commitments, terms as they may have agreed with their respective purchasers, save and except as set out herein.
- 22.7. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 22.8. Any delay, tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Promoters, as the case may be.

- 22.9. If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.
- 22.10. All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the consideration and other amounts payable by the Purchaser to the Promoters, or (iv) otherwise shall be to the account of the Purchaser alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Premises and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser.
- 22.11. The permanent account number details of the Parties are as follows:

Name of the Party	Permanent Account Number Details
Promoter Shripal Sattva LLP	AALFJ3190K
Purchasers: MR. ABHISHEK JAIN MRS. MANJU ABHISHEK JAIN	ADYPJ1390D AHSPC6116A

23. DISPUTE RESOLUTION AND GOVERNING LAW

- 23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.
- 23.2. In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Authority as per the provisions of the Act.
- 23.3. 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 Civil Courts in Mumbai will have the jurisdiction for this Agreement

24. CONFIDENTIALITY

- 24.1. The Purchaser hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoters. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Premises and is legally binding on the Purchaser and shall always be in full force and effect.
- 24.2. The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoter.
- 24.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- 24.3.1. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- 24.3.2. such disclosure is required in connection with any litigation; or
- 24.3.3. such information has entered the public domain other than by a breach of the Agreement.
- 25.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY)**

All that piece and parcel of land bearing Old Survey No. 104 Hissa No. A-1 and bearing the following New Survey Nos. (i) Survey No. 104 Hissa No. C/1, (ii) Survey No. 104 Hissa No. C/2, (iii) Survey No. 104 Hissa No. C/3, (iv) Survey No. 104 Hissa No. C/4 and (v) Survey No. 104 Hissa No. C/5 admeasuring in aggregate 14000 sq.mt situate, lying and being at Village Dhovli, Taluka Vasai and District Palghar

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(DESCRIPTION OF THE FLAT AND THE CAR PARKING SPACE/S)**

Flat No. 919 Wing "**B**" admeasuring **49.85** square meters carpet area (as per RERA) and in addition thereto an enclosed balcony admeasuring **NIL** square meters carpet area on the **9th floor** of the building known as Shripal Sattva Building 1 and car parking space bearing no **NIL**

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, the day and year first hereinabove written.

SIGNED AND SEALED)
by within named "**Promoter**")
SHRIPAL SATTVA LLP)
By the hands of its Partner)
MR. PRADIP B. CHOPRA)

in the presence of:)

1.

2.

SIGNED AND SEALED)
by within named "**Purchaser**")
MR. ABHISHEK JAIN)

in the presence of:)

1.

2.

MRS.MANJU ABHISHEK JAIN)

in the presence of:)

1.

2.

RECEIPT

RECEIVED of and from **MR. ABHISHEK JAIN AND MRS.MANJU ABHISHEK JAIN** sum of **Rs. 2,86,050/- (Rupees Two Lakh Eighty-Six Thousand Fifty Only)** being the Earnest money/part consideration amount mentioned in Clause 6.1 of this Agreement.

Amount	TRSN/ Cheque No.	Date	Bank Name	Branch
Rs.51,000/-	182498	29-05-2024	Bank of India	Bangli Naka
Rs.2,35,050/-	182499	04-06-2024	Bank of India	Bangli Naka

WE SAY RECEIVED
Shripal Sattva LLP

Partner