

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made at Bhiwandi, this 6TH day of May, in the year Two Thousand twenty Four(2024),

BETWEEN

MIS. MAYA DEVELOPERS (PAN-ABDFM4546P), a partnership firm registered under the Indian Partnership Act, 1932 and having its registered office at Survey No. 4, Bhadwad-Sonale Road, Opp. Chatrapati Shivaji Cricket Ground, Bhiwandi, Dist. Thane, hereinafter referred to as the "**Promoter**"), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and the heirs, executors and administrators of the last surviving partner of the said firm) of the **One Part;**

AND

RAMCHANDRA MANOHAR SATPUTE (PAN:BUCPS22R),, Age Years, Indian Inhabitant,(2) **VANMALA RAMCHANDRA SATPUTE (PAN-DCDPS6551Q)**, residing at bhiwandi.

Here in after 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 his /her/ their heirs, executors and administrators and assigns) of the **Other Part.**

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

WHEREAS:

A. WHEREAS the Promoter is the Lawful owner, seized and possessed and well sufficiently entitled to All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 1/1 (Old Survey No. 4/1 Paiki), area admeasuring about 0-58-00 (H-R-Pratis), equivalent to 5800.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/3 (Old Survey No. 4/1 Paiki), area admeasuring about 0-24-50 (H-R-Pratis), equivalent to 2450.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/2 (Old Survey No. 4/1 Paiki), area admeasuring about 0-09-30 (H-R-Pratis), equivalent to 930.00 Sq. Mtrs.; Survey No. 4, Hissa No. 3/1 (Old Survey No. 4/3 Paiki), area admeasuring about 0-16-80 (H-R-Pratis), equivalent to 1680.00 Sq. Mtrs.; and Survey No. 69, Hissa No. 1/5 (Old Survey No. 69/1 Paiki), area admeasuring about 0-08-50 (H-R-Pratis), equivalent to 850.00 Sq. Mtrs. out of total area admeasuring about 0-24-50 (H-R-Pratis), equivalent to 2450.00 Sq. Mtrs.; total admeasuring about 1.17.10 (H-R-Pratis), equivalent to 11710.00 Sq. Mtrs. area, situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; which are more particularly described in the First Schedule hereunder written; (and for the sake of brevity the said land hereinafter referred to as "The said land No. 1").

- i. By virtue of Registered Development Agreement bearing Registration Serial No. 3937/2017, duly executed on dated 20/06/2017 and registered on dated 20/06/2017; duly registered with Joint Sub-Registrar of Assurances, Bhiwandi-1; the Land Owners HANUMAN RAMJI TARE AND OTHERS and the Confirming Party BEBI KATHOD PATIL has given development rights of said land No. 1, total admeasuring about 1-17-10 (H-R-Pratis), equivalent to 11710.00 Sq. Mtrs.; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; to the Promoter herein.
- ii. By virtue of Order No. REV/D-1/T-10/ASSESSMENT/SR-148/2018, dated 09/03/2018 duly granted by Hon. Tahsildar, Bhiwandi; the said land No. 1 bearing Survey No. 4, Hissa No. 1/1 (Old Survey No. 4/1 Paiki), Survey No. 4, Hissa No. 1/3 (Old Survey No. 4/1 Paiki), Survey No. 4, Hissa No. 1/2 (Old Survey No. 4/1 Paiki), Survey No. 4, Hissa No. 3/1 (Old Survey No. 4/3 Paiki), Survey No. 69, Hissa No. 1/5 (Old Survey No. 69/1 Paiki), total area admeasuring 1-33-10 (H-R-Pratis), equivalent to 13310.00 Sq. Mtrs., is converted into Non-Agricultural use.

B. WHEREAS the Promoter is the Lawful owner, seized and possessed and well sufficiently entitled to All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 3/2 (Old Survey No. 4/3 Paiki), area admeasuring about 0-54-80 (H-R-Pratis), equivalent to 5480.00 Sq. Mtrs.; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; which are

more particularly described in the First Schedule hereunder written; (and for the sake of brevity the said land hereinafter referred to as "The said land No. 2").

- i. By virtue of Registered Development Agreement bearing Registration Serial No. 3339/2022, duly executed on dated 10/03/2022 and registered on dated 10/03/2022; duly registered with Joint Sub-Registrar of Assurances, Bhiwandi-1; the Land Owners **M/S. NARAYANI ASSOCIATES** (a partnership firm) has given development rights of said land No. 2, total admeasuring about 0-54-80 (H-R-Pratis), equivalent to 5480.00 Sq. Mtrs.; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; to the Promoter herein.
- ii. By virtue of Order No. _____, dated _____ duly granted by Hon. Tahsildar, Bhiwandi; the said land No. 2 bearing Survey No. 4, Hissa No. 3/2 (Old Survey No. 4/3 Paiki), area admeasuring 0-54-80 (H-R-Pratis), equivalent to 5480.00 Sq. Mtrs., is converted into Non-Agricultural use.

C. WHEREAS the Promoter is the Lawful owner, seized and possessed and well sufficiently entitled to All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 2, area admeasuring about 0-02-00 (H-R-Pratis), equivalent to 200.00 Sq. Mtrs. and Survey No. 4, Hissa No. 4, area admeasuring about 0-01-50 (H-R-Pratis), equivalent to 150.00 Sq. Mtrs.; total admeasuring about 0-03-50 (H-R-Pratis), equivalent to 350.00 Sq. Mtrs.; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; which are more particularly described in the First Schedule hereunder written; (and for the sake of brevity the said land hereinafter referred to as "The said land No. 3").

- i. By virtue of Registered Sale Deed bearing Registration Serial No. 13986/2022, duly executed on dated 04/10/2022 and registered on dated 04/10/2022; duly registered with Joint Sub-Registrar of Assurances, Bhiwandi-1; **SANJAY LAXMAN MHATRE** has sold and transferred the said land No. 3 total area admeasuring about 0-03-50 (H-R-Pratis), equivalent to 350.00 Sq. Mtrs.; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; to the Promoter herein.
- ii. By virtue of Order No. REV/D-1/T-10/42B/ASSESSMENT/SR-410/2022/11638, dated 13/12/2022 duly granted by Hon. Tahsildar, Bhiwandi; the said land No. 3 bearing Survey No. 4, Hissa No. 2, Survey No. 4, Hissa No. 4, total area admeasuring 0-03-50 (H-R-Pratis), equivalent to 350.00 Sq. Mtrs., is converted into Non-Agricultural use.

D. AND since then, the Promoter is in use occupation, enjoyment and possession of All That Piece and Parcel of Non-Agricultural Land bearing Survey

No. 4, Hissa No. 1/1 (Old Survey No. 4/1 Paiki), area admeasuring about 0-58-00 (H-R-Pratis}, equivalent to 5800.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/3 (Old Survey No. 4/1 Paiki}, area admeasuring about 0-24-50 (H-R-Pratis), equivalent to 2450.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/2 (Old Survey No. 4/1 Paiki}, area admeasuring about 0-09-30 (H-R-Pratis), equivalent to 930.00 Sq. Mtrs.; Survey No. 4, Hissa No. 3/1 (Old Survey No. 4/3 Paiki}, area admeasuring about 0-16-80 (H-R-Pratis), equivalent to 1680.00 Sq. Mtrs.; Survey No. 69, Hissa No. 1/5 (Old Survey No. 69/1 Paiki), area admeasuring about 0-08-50 (H-R-Pratis}, equivalent to 850.00 Sq. Mtrs. out of total area admeasuring about 0-24-50 (H-R- Pratis), equivalent to 2450.00 Sq. Mtrs.; Survey No. 4, Hissa No. 3/2 (Old Survey No. 4/3 Paiki), area admeasuring about 0-54-80 (H-R-Pratis), equivalent to 5480.00 Sq. Mtrs.; Survey No. 4, Hissa No. 2, area admeasuring about 0-02-00 (H-R-Pratis), equivalent to 200.00 Sq. Mtrs.; Survey No. 4, Hissa No. 4, area admeasuring about 0-01-50 (H-R-Pratis), equivalent to 150.00 Sq. Mtrs.; total admeasuring about 1-75-40 (H-R-Pratis), equivalent to 17540.00 Sq. Mtrs.; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub- Registration District and Taluka Bhiwandi, Registration District and District Thane; which are more particularly described in the First Schedule hereunder written; (and for the sake of brevity the Land No. 1, the Land No. 2, the Land No. 3 hereinafter collectively referred to as "**the said Land**").

E. Being desirous of developing the Land, the Promoter submitted a Building Proposal comprising of a Lay-out and Building Plans to Building Permission Cell, PMAY Cell/A (A Designated Planning Authority for PMAY constituted as per government regulation No. TPB-4315/167/CR-51/2015/UD-11 dated 23/05/2018) appointed by Maharashtra Housing And Development Authority (MHADA), which has sanctioned the Lay-out Plan vide permission bearing Outward No. AM. & B.P. DIV/PMAY/574/2022, dated 19/10/2022 and Intimation of Approval (IOA) bearing Permission No. EE/BP/PMAY/A/MHADA/651/2022, dated 07/12/2022 in accordance with which Two (02) buildings can be constructed on demarcated portions of the **Land** which buildings will be on stilts, ground with upper floors; **Annexure 'B'**;

F. AND WHEREAS, the MHADA/Building Permission Cell, PMAY Cell/A has issued Commencement Certificate (C.C.) bearing Permission No. EE/BP/PMAY/A/MHADA/725/2022, dated 28/12/2022 in accordance with which Two (02) buildings can be constructed on demarcated portions. **Annexure 'C'**

G. The said project in which the said buildings are constructed is registered under the Public Private Partnership Scheme brought up by the Central Government, under the Housing Scheme of Pradhan Mantri Awas Yojana. However, it is agreed that the guidelines provided by the Central and State Government, and its amendments from time to time, shall be binding upon the Promoter and the Purchaser.

H. Adv. Pooja Dattatray Ankam, have investigated the title to the said Land and have issued their Certificate of Title a photocopy whereof is hereto annexed and marked **Annexure 'H'**. A copy of the Property Register Card / 7/12 Extracts, Mutation Extracts, N.A. Orders of the said Land is also annexed hereto and marked **Annexure 'D', 'E', 'F' respectively**;

I. The Promoter has begun the construction of RCC Building on a demarcated portion of the Land as per plan and specification approved by the MHADA/Building Permission Cell, **PMAY** cell/A;

J. The Purchaser/s being desirous of purchasing a flat in the buildings to be constructed by the Promoter, has/have inspected the documents, writings, Certificate of Title and the layout plans, building plans, 100, CC, designs and specifications prepared by the Project Architects and all other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (RERA) (hereinafter referred to as the "**Rules**"), and the Promoter have provided to the Purchaser/s photocopies of the aforesaid documents as are mentioned in the Rules and as demanded by the Purchaser/s, as well as the plans in respect of the Building/s as presently approved and sanctioned by the MHADA/BUILDING PERMISSION CELL, **PMAY** CELUA. The Purchasers has/have satisfied himself/herself/themselves/itself that the Promoter title to the Land is clear and marketable, and that the Promoter has the requisite permissions to exclusively construct and the right to allot areas in the Building/s and has/have also fully familiarized himself/herself/themselves/itself with the Scheme of Development outlined in hereinabove;

K. **AND WHEREAS**, the said project is approved under the **PMAY** Scheme of Development by State Level Appraisal Committee (SLAC) in its 36th meeting on 17/03/2022 and also by State Level Sanctioning and Monitoring Committee (SLSMC) in its 31st meeting on 21/03/2022 and by Central Sanctioning and Monitoring Committee (CSMC) during its 60th meeting held on 30/03/2022.

L. In view of the above, the Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase **Flat No. 2202 on 22 N D Floor** admeasuring approximately 29.28_Sq. Mtrs. carpet area **Building No.2 A Wing** in the project to be known as **'NARAYANI DHAM'** for consideration of **Rs. - 19,41,000.- (Rupees Nineteen Lakh Forty One Thousand Only)** (hereinafter referred to as "**said Flat**");

M. The Purchaser hereby declares that he/she/they fall within the definition of Pradhan Mantri Awas Yojna and is eligible to get flat allotted in the PMAY (Urban) PPP Mode Scheme under category of Economic Weaker Section (EWS), i.e. the annual income of the Purchaser is below Rs. 6,00,000/-. In case of false declaration, the Purchaser will surrender the said premises without any claim and will indemnify Promoter and Firm for the loss which the Promoter may incur due to such false declaration.

N. The parties hereto state that they have not availed any concession or remission of Stamp Duty before, and are aware that the project proponent or the Purchaser of any unit which availed the reduction under the PMAY Scheme shall not be entitled for concession or remission of Stamp Duty as per any other order or policy, according to the Government Regulation (GR) bearing RNI No. MAHBIU2009/37831 dated 11/04/2018. **Annexure 'G'**.

O. The Purchaser/s with full knowledge of the Scheme of Development outlined above and all the terms, conditions and covenants contained in the papers, plans, and approvals referred to herein above, has/have agreed to purchase and acquire from the Promoter, said Flat for the agreed consideration and other amounts, deposits and liabilities referred to herein, and upon and subject to the terms and conditions and covenants recorded and contained herein;

P. The subject matter of this Agreement is **Building No. 2** comprising of stilt, ground plus upper floors of the Residential Building in project to be known as 'NARAYANI' to be constructed on Land and as more particularly described in the **First Schedule** hereunder written and shown on the Plan hereto annexed and marked as **Annexure "H"**;

Q. AND WHEREAS, under the MIS Portal of the Bhiwandi Nizampur City Municipal Corporation (BNCMC) under its letter bearing outward No. ___ dated ___/___/____, the name of the Purchaser has been uploaded in the portal under the Category of EWS under Survey Code No. _____

R. AND WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority bearing No. _____; copy is attached as **Annexure 'A'**.

S. As per provision of Real Estate (Regulation and Development) Act, 2016 (RERA), the Promoter is required to execute a written Agreement for Sale of the Flat in favour of the Purchaser/s, being these presents, and to register the same under the Indian Registration Act, 1908.

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

1. The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement, and this Agreement shall be read and construed in its entirety.

2. The "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

3. The Promoter will, under normal circumstances, construct or get constructed on the demarcated portion of the Land, as more particularly described Firstly, in the First Schedule hereunder written, 2 RCC Buildings bearing Nos. "1" and "2", in the project to be called " _____ ", in accordance with the plans sanctioned by the MHADA/BUILDING PERMISSION CELL, PMAY CELUA under the Commencement Certificate seen and approved by the Purchaser/s, and the original whereof have been inspected by the Purchaser/s prior to the execution of this Agreement. The Purchaser/s hereby agree/s to the Promoter making such variations, modifications and additions in

the plans and in the said Buildings, as the Promoter or its Project Architects may consider necessary or expedient by or as may be required by any public or local body or authorities. This shall operate as an irrevocable consent of the Purchaser/s to the Promoter under the provision of the Real Estate (Regulation and Development) Act, 2016 (RERA) for carrying out such changes in the building plans. However, any modifications of the building plans adversely affecting the area of the said Flat agreed to be purchased shall require the specific consent of the Purchaser/s.

4. The Purchaser/s hereby agrees to purchase and acquire from the **Promoter the said Flat being Flat No.2202 on 22ND Floor admeasuring approximately 29.98 Sq. Mtrs. carpet area in A Wing of Building No. 2** in the project to be known as '**NARAYANI DHAM**' to be constructed on the Land as shown in the Floor Plan hereto annexed and marked **Annexure "J"** as more particularly described in the Second Schedule hereunder written for a consideration of **Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** (hereinafter referred to as the "**Purchase Price**"). The said consideration amount includes Pradhan Mantri Awas Yojana subsidy of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only), which would be credited to the Promoter directly by the Central and State Government on behalf of the Purchaser.

5. The Purchaser/s hereby agree/s and undertake/s to pay to the Owner the said Purchase Price of **Rs.19,41,000/- (Rupees Nineteen Lakhs Forty One Thousand Only)** by cheques drawn in favour of the Promoter in the following installments, time being of essence:-

- (a) 10% of the Purchase Price on booking as the earnest money;
- (b) 5% of the Purchase Price on completion of excavation;
- (c) 5% of the Purchase Price on completion of footings;
- (d) 5% of the Purchase Price after execution of Agreement for Sale;
- (e) 10% of the Purchase Price on completion of Plinth;
- (f) 1.50% of the Purchase Price on completion of the 1st Slab of the said Building;
- (g) 1.50% of the Purchase Price on completion of the 2nd Slab of the said Building;
- (h) 1.50% of the Purchase Price on completion of the 3rd Slab of the said Building;
- (i) 1.50% of the Purchase Price on completion of the 4th Slab of the said Building;
- U) 1.50% of the Purchase Price on completion of the 5th Slab of the said Building;

- (k) 1.50% of the Purchase Price on completion of the 6th Slab of the said Building;
- (l) 1.50% of the Purchase Price on completion of the 7th Slab of the said Building;
- (m) 1.50% of the Purchase Price on completion of the 8th Slab of the said Building;
- (n) 1.50% of the Purchase Price on completion of the 9th Slab of the said Building;
- (o) 1.50% of the Purchase Price on completion of the 10th Slab of the said Building;
- (p) 1.50% of the Purchase Price on completion of the 11th Slab of the said Building;
- (q) 1.50% of the Purchase Price on completion of the 12th Slab of the said Building;
- (r) 1.50% of the Purchase Price on completion of the 13th Slab of the said Building;
- (s) 1.50% of the Purchase Price on completion of the 14th Slab of the said Building;
- (t) 1.50% of the Purchase Price on completion of the 15th Slab of the said Building;
- (u) 1.50% of the Purchase Price on completion of the 16th Slab of the said Building;
- (v) 1.50% of the Purchase Price on completion of the 17th Slab of the said Building;
- (w) 1.50% of the Purchase Price on completion of the 18th Slab of the said Building;
- (x) 1.50% of the Purchase Price on completion of the 19th Slab of the said Building;
- (y) 1.50% of the Purchase Price on completion of the 20th Slab of the said Building;
- (z) 1.50% of the Purchase Price on completion of the 21st Slab of the said Building;
- (aa) 1.50% of the Purchase Price on completion of the 22nd Slab of the said Building;

- (bb) 1% of the Purchase Price on completion of the 23rd Slab of the said **Building**;
- (cc) 1% of the Purchase Price on completion of the 24th Slab of the said **Building**;
- (dd) 5% of the purchase price on completion of external & internal walls along with door frame fixing and internal plaster in Gypsum finish;
- (ee) 5% of the purchase price on completion of stone framing work of doors & windows, flooring & skirting work, wall tiles, Kitchen platform work, concealed plumbing fitting and flooring & skirting **work** in lobby and passage at the floor level of the said apartment;
- (ff) 5% of the Purchase Price on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the said building or wing in which the said Apartment is located;
- (gg) 5% of the purchase price on completion of electrical fittings, sanitary fittings, flush door fitting in living room and bedroom, water proof door in aluminum section door fitting in w.c, bath & toilet, aluminum sliding window fixing in all rooms;
- (hh) 5% of the Purchase Price on completion of lifts, water pumps, mechanical requirements, entrance lobby/s, plinth protection, paving of areas appertain to the building or wing in which the said Apartment is located;
- (ii) 5% of the Purchase Price on Possession or after obtaining Occupancy Certificate;

It is clarified that the payment of each of the installments as set out above is linked to the initiation of items of work in respect of the said Residential Building.

SA. The Purchaser/s have already made part payment of a sum of **Rs. 21000 /- (Rupees Twenty One Thousand only)** towards the said purchase price to the Promoter details whereof are mentioned herein below, payment and receipt whereof the Promoter hereby admits and acknowledges:

- (a) /- (Rupees only) through dated
, drawn on Bank;
- (b) Rs. /- (Rupees only) through dated
, drawn on Bank;

6. The Purchaser/s shall pay to the Promoter installments of the Purchase Price on the due dates without any delay or default, time for payment of each of the aforesaid installments being essence of the contract. The Promoter will forward to the Purchaser/s, written intimation of the Promoter having carried out the aforesaid work at the address recorded in this Agreement and the Purchaser/s shall be bound to pay the amount of installments within Fifteen days

of receipt of such intimation and thereafter annual interest at the rate specified in the Rules shall be charged from the date of the payment was due till the actual payment. The Promoter will keep the Certificate of Project Architects confirming that the Promoter has completed item/s of work/s mentioned therein and the Certificate will be open for inspection by the Purchaser at the site office of the Promoter recorded in these presents. The Certificate shall be final and binding upon the Purchaser. However, if the payment of any installments with interest, if any, is not made till the expiry of 30 days from the date of Promoter's written intimation, and/or any other amounts under these presents on their respective due dates (including his/her/their proportionate share of taxes (direct or indirect), levies, rates, duties, charges, cess, other charges, betterment charges, development charges and all other outgoings) the Promoter shall be entitled at its option to terminate this Agreement PROVIDED THAT the power to terminate herein contained shall be exercised by the Promoter only after giving the Purchaser 15 (Fifteen) days prior notice (in writing) of its intention to terminate this Agreement and specifying therein the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate this Agreement, and permitting the Purchaser to rectify the default/breach/ within the stipulated period of 15 (Fifteen) days from the date of receipt of such termination notice from the Promoter. It is further agreed that upon termination of this Agreement as stated herein, the Promoter shall forfeit 10% of the consideration amount and thereupon these presents shall stand cancelled and terminated and the Purchaser/s shall have no claim, right over the earnest money or the Flat, the Promoter shall refund the installments of the Purchase Price paid till then by the Purchaser/s save and except 10% of the consideration amount. The Purchaser/s shall not claim any interest upon such amounts so refunded upon such termination of this Agreement. The Purchaser/s also agrees that the payment and delivery of the said refund by Account Payee Cheque to the Purchaser/s at the address given by the Purchaser/s in these presents, (whether the Purchaser/s encashes the Cheque/s or not), shall be deemed to be a refund of the amounts so required to be refunded by the Promoter. The Promoter thereafter shall be at liberty to dispose of and sell the Flat upon such termination of these presents to such person or persons at such price and on such conditions as the Promoter may deem and think fit in its absolute discretion.

7. Without prejudice to the Promoter's other rights under this Agreement and/or law, the Promoter at its sole discretion may grant grace period beyond the period mentioned above in clause (5) to the Purchaser for payment of the unpaid installment, subject to payment of further interest at such rate as the as the Promoter may deem fit and proper.

8. The Promoter has agreed to deliver possession of the said Flat to the Purchaser/s as soon as the same is ready for use and occupation on or before ___/___/_____, subject to the provisions of sub-clauses (a), (b), (c), and (d) below:

(a) The Purchaser/s shall be entitled to take possession of the said Flat only if the Purchaser/s duly observes and performs all the obligations and stipulations contained in this Agreement and shall have duly paid all the installments of the Purchase Price and charges/deposits as mentioned under clause (12) herein and

other charges and interest if any, payable by the Purchaser/s under this Agreement as demanded by the Promoter from time to time;

(b) Before taking possession of the said Flat and thereafter whenever required by the Promoter, the Purchaser/s shall sign and deliver to the Promoter (i) all Writings and papers as may be necessary, including letters of possession and for electric meter, transfer forms, affidavits and other papers for formation and registration of the proposed Society, (ii) a Specific Undertaking that the Purchaser will not obstruct, hinder or interfere with the continuance or resumption of development of the said Land the Common Infrastructure and Amenities and Facilities as envisaged under the Scheme of Development; (iii) the Purchaser/s shall pay to the Promoter all the deposits payable to the concerned authorities or deposits for water connection and electricity charges which become payable in respect of the said Flat or the same shall be reimbursed to the Promoter by the Purchaser/s and (iv) the Purchaser shall also pay proportionate share in respect of all payments made/or required to be made, by way of betterment charges, development charges, contributions, in respect of the said Land by the Planning Authority/MHADA/BUILDING PERMISSION CELL, **PMAY** CELL/A or any other statutory bodies/authorities and shall not raise any objection in respect thereof;

(c) Notwithstanding anything contained in this Agreement, the Promoter shall not incur any liability if they are unable to complete the said Buildings and to deliver possession of the said Flat by the aforesaid date, owing to events of force majeure and act beyond the reasonable control of the Promoter including (i) shortage or non-availability of steel, cement or other building materials, and/or (ii) shortage or non-availability of water or electricity supply, or labour etc., of any type, and/or (iii) acts of God, including fire, floods, tsunami, tempest, etc., and/or (iv) wars, acts of terrorism, strikes, accidents, civil commotions, riots, and/or (v) orders, decrees, judgments, directions, or directives of any court, tribunal, judicial or quasi-judicial body or authority, or the Government and/or any other Public Body or Authority, and/or (vi) force majeure circumstances or conditions, or other causes beyond the control of the Promoter or its agents, and/or (vii) strikes, lock-outs or agitations by any workers, employees, or labourers, of the Promoter or its contractors or suppliers, and/or (viii) non-receipt or delayed receipt of the purchase price and consideration amount from all allottees of the flats and premises in the Residential Building/s and the consequent hampered cash-flow, and/or (ix) delay or refusal of any certificate, permission, sanction, approval and/or order as may be required in respect of the Scheme of Development by the MHADA/BUILDING PERMISSION CELL, **PMAY** CELUA or any other concerned authority.

(d) Upon taking possession of the said Flat and thereafter, the Purchaser/s shall be entitled to use and occupy the said Flat for the purpose for which it is agreed to be purchased that is residential purpose and for no other purposes.

9. That after the said flat is ready for use and occupation, the Promoter shall intimate the same vide notice to the Purchaser and only thereafter the Purchaser shall be entitled to carry out any fit out, interior and other furniture works in the said flat subject to clause (12) herein. However the Purchaser shall not be

entitled to change/alter the exterior design and or do structural changes in the said flat.

10. That within a week after notice is given by the Promoter to the Purchaser/s that the said Flat is ready for use, the Purchaser/s shall be liable to bear and pay all applicable taxes (including but not limited to GST or any other present or future levies/taxes) and charges for electricity, water taxes and water charges and other service charges and the outgoings payable in respect of the said Flat (including the property taxes assessed or non-assessed) mentioned in clause 11 & 12 hereof. The Purchaser agrees and binds themselves/himself/herself to pay regularly every month, by the 5th of each month to the Promoter, the proportionate share that may be payable to the Promoter for: (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the said Buildings, and (c) outgoings for the provisional maintenance and management of the said Building including the said Flat and the amenities, common lights and other outgoings and maintenance charges such as collection charges, wages for watchman, sweeper and maintenance of accounts, incurred in connection with the said Land and the said Buildings, till the time Society is formed by the Promoter and the said Land is conveyed in favour of the society to be formed.

11. The Purchaser/s hereby agree/s and confirm/s that all sums, impositions, taxes, duties, charges or levies including but not limited to GST, Labour Welfare Cess, Local Body Tax etc., and/or any other taxes, levies/ and charges (present or future), as are or may be applicable and/or payable in connection with the construction activity of said Land and/or any other activity whatsoever relating to the said Flat shall be borne entirely by the Purchaser/s on a pro-rata basis. It is expressly agreed and understood by the Purchaser/s that the Promoter shall have the right and be entitled to recover such amounts from the Purchaser/s proportionately to his/ her/ their interest or otherwise, subject to applicable laws, and the Promoter's decision in this regard shall be final and binding on the Purchaser/s. The Purchaser/s shall be liable, and hereby agrees to pay interest/penalty as levied by the statutory authorities on taxes, levies and charges which remain unpaid after becoming due, payable by the Purchaser/s under the Agreement.

12. It is expressly agreed that the Purchaser/s shall within 8 (eight) days after notice is given by the Promoter that the said Flat is ready for use, pay the requisite amounts towards non-refundable deposit to the Promoter that is:

- (a) nonrefundable deposit for share money/ application / entrance fee of the Proposed Society;
- (b) proportionate share of Property Tax ;
- (c) towards advance maintenance charges from the date of possession;
- (d) towards non refundable deposit for formation and registration of the Co-operative Society;

- (e) towards non-refundable deposit towards installation of transformer, electric meters, water meters, solar charges, gardening, infrastructure charges, etc. The Promoter shall not be liable to pay any interest on the above deposits/amounts; and
- (f) towards Corpus Fund.

The Purchaser shall be liable to make the above payments on or before taking possession of the said flat. It is expressly agreed between the parties that handing over possession of the said Flat shall be subject to payment of the above mentioned amounts on or at the time of handing over possession.

13. The Purchaser hereby further undertakes and agrees to pay GST and other taxes/charges/cess as may be levied by the concerned authority at the rate as applicable from time to time.

14. The Promoter shall upon encashment of the cheques for the aforesaid amounts, and/or deposits issue receipts to the Purchasers. The Promoter on completion of the said Building shall obtain Occupation Certificate thereof and give possession of said Flat therein to the purchaser/s subject to clause 12 hereinabove. Even after the Purchaser/s takes possession of the said Flat, the Promoter and/or its Agents or Contractors shall be entitled to continue any remaining work including further and additional construction work of the other Buildings on the said Land. The Purchaser/s, shall not protest, object to or obstruct the execution of such **work** or to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them/it or any other person.

15. The Promoter has informed the Purchaser/s that the construction of the Building will be undertaken soon after the 10D and Commencement Certificate are received in respect thereof and thereupon the Promoter shall commence marketing and sale of flats in the same. The Purchaser shall fully co-operate with the Promoter constructing and completing Building, Common Infrastructure and Amenities and Facilities etc. without any obstruction, hindrance or interference from the Purchaser.

16. The Purchaser/s shall not use the said Flat for any other purposes other than for residential purposes. The Purchaser/s shall not use or cause to be used the said Flat or any part thereof for any immoral or illegal purpose or in a manner which may be or is likely to cause nuisance or annoyance to the occupiers of other Flats in the said Buildings or to the Promoter or occupiers of the neighboring buildings on the said Land. The Purchaser/s shall not undertake any structural changes in the said Flat and shall be entitled to only do the necessary interior work and repairs only after receiving possession from the Promoter. The elevation of the said Flat and the said Building project known as "_, shall not be changed and/or disturbed by the Purchaser/s.

17. The Promoter shall hold the Corpus Fund until the formation of the Co-operative Society and deposit the same in a separate bank account, which shall be operated for the purpose of making disbursements towards the repair and

maintenance of the aforesaid Common Amenities and Facilities, common areas etc. After the formation and the registration of the Co-operative Society the Promoter shall hand over the Corpus Fund to the Co-operative Society which shall be entitled to invest and/or expend the same towards the repair and maintenance of the Common Amenities and Facilities, common areas etc.;

18. The Purchaser/s hereby further covenants with the Promoter that:-

- (i) the Purchaser/s shall maintain the said Flat at his/her/their own cost in a good condition and shall not do or suffer to be done anything in or to the said Flat and/or common passages, or the compound which may be against the Rules or Bye-Laws of the Municipality or MHADA/BUILDING PERMISSION CELL, **PMAY** CELL/A or any other Government Body and Co-operative Society to be formed;
- (ii) the Purchaser/s shall maintain the said Flat, in the same form as the Promoter constructed and shall not at any time affect/alter the elevations in any manner whatsoever or alter the size and position of any of the windows of the said Flat without the prior consent in writing from the Promoter and or the concerned authorities;
- (iii) the Purchaser shall at his/her/their/its own costs fit the external grills to the windows of the design, size, material and colour as stipulated by the Promoter and which shall be uniform for all the other purchasers and shall fit it them at the position and location as stipulated by the Promoter;
- (iv) not to store in the said Flat any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage any part of the Building and storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried out heavy packages on the upper floors which may damage or likely to damage the stair-cases, common passages or any other structure of the Building and in case any damage is caused to the Building or any part/s of the Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and damages;
- (v) not to do or suffer to be done anything in or to the Building in which the said Flat is situated or in the said Flat which may be against the Rules and Regulations and Bye-Laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (vi) not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof nor any alteration in which the elevation and outside colour scheme of the said Building is affected and keep the portion, sewers, drains, pipes in the said Flat and

appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Building in which the said Flat is situated or any part/s of the Buildings and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural chambers in the said Flat without the prior written permission of the Promoter and the Proposed Society or the concerned local authorities and/or any other public bodies;

- (vii) not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building in which the said Flat is situate or any part thereof or any part/s of the other Buildings constructed on the said Land or whereby any increase in the premium shall become payable in respect of the insurance;
- (viii) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or any portion or any of the parts of the Building or in the compound of the Land or in the adjacent Buildings or open spaces or terrace and the said Buildings or any part/s of the Building;
- (ix) the Purchaser/s shall observe, perform and comply with all the terms, conditions and provisions of this Agreement, all applicable laws, the rules and regulations and the bye-laws for the time being of the concerned local authority and of the Government and other public bodies in matter of use and enjoyment of the said Flat;
- (x) the Purchaser/s shall not at any time cause or permit any public or private nuisance in or upon the said Flat or the Building, and/ or any part/s of the Buildings, open spaces or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoter or to the occupants of the adjacent buildings on the Land;
- (xi) To carry out permissible alterations in the Flat only after submission and approval of plans and specifications thereof to the Promoter, and to the Society (if formed and is given control over the said Land), and obtaining their prior written approval in respect thereof;
- (xii) Any additions and alterations in the said flat and / or in respect of the specifications and amenities by the Purchaser/s may if agreed upon by the Promoter shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Promoter.

19. The Promoter shall be at liberty, subject to these presents and rights of the Purchaser under the present Agreement, to sell, mortgage, assign, transfer or otherwise deal with their rights, title and interest in and upon the said Buildings to be constructed thereon, without intimation to the Purchaser/s who shall not be entitled to raise any objection.

20. Nothing contained in these presents is intended, nor shall be construed, to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in,

to or over the other Flats of said Buildings or any part thereof as well as upon the said Land.

21. The Promoter alone shall be the Promoter within the meaning of Real Estate (Regulation and Development) Act, 2016 (RERA).

22. The Purchaser shall not let, sub-let, sell, transfer, assign or part with his/her/their/its right, title and interest thereto or therein and/or under or benefit of this Agreement and/or part with possession, use, occupation or enjoyment, in any manner of the said Flat or any portion thereof until all the dues payable by him/her/them/it under this Agreement are fully paid up and the possession of the Flat is delivered to the Purchaser/s, and only if the Purchaser/s has/have not been guilty of breach of non-observance of any of the terms and/or conditions of this Agreement and until the Purchaser submits a written intimation of the same to Promoter together **with** a certified true copy of Re-sale Agreement/Agreement.

23. The Purchaser and the persons to whom the said Flat are let, sub-let, transferred, assigned, given possession of, shall observe and perform all the Bye-laws and/or the Rules and Regulations of the Proposed Society and from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or the Proposed Society may require for safeguarding the interests of the Promoter and/or of the other purchasers of flats in the Buildings upon the said Land.

24. The Purchaser/s shall not be entitled to claim or demand any rebate and / or concession on any account, in the price and consideration of the said Flat payable by the Purchaser/s to the Promoter under this Agreement. The Purchaser/s shall have no claim upon any Open Spaces, Lobbies, Terrace, or Other Flats, Club House, Common Infrastructure or Facility or Amenity etc., (Save and Except the Said Flat) which shall continue to remain the property of the Promoter until the said Buildings, and the said Land thereon is conveyed and transferred to the Society (after its formation) subject nevertheless to the rights of the Promoter as hereinafter stated and hereby confirmed by the Purchaser/s.

25. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall have a right, to construct Building on the said Land or otherwise and other Common Infrastructure and Amenities and Facilities on the said Land and / or make additions or changes or put up additional structures and/or floors on the said Building on the said Land, as the Promoter may deems fit, without any objection hindrance or obstruction from the Purchaser/s, and such other construction and structures and such additions and changes shall be the property of the Promoter and if all premises in the said Buildings on the said Land are not sold by the Promoter, the same shall be at their disposal and they alone shall be fully entitled to sell or otherwise deal with and dispose of the same.

26. The Purchaser/s hereby agree/s and undertake/s to be a member of the Co-operative Society to be formed of purchaser of flats and other premises in the Buildings and registered under the Maharashtra Co-operative Societies Act, 1960 and also from time to time sign and execute all applications for formation and the registration of the Co-operative Society and other papers and documents

necessary for becoming a member, including the Bye-Laws of the Proposed Society to be duly filled in, signed and return the same to the Promoter within 10 (ten) days of the same being sent by the Promoter to the Purchaser and to do all acts, deeds, matters and things as may be necessary for safeguarding the interest of the Promoter and of the other purchasers of the other flats in the Buildings. No objection shall be taken by the Purchaser/s to the formation of a co-operative society of purchasers of flats in the said Building or any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of Co-operative Societies or any other competent authority. It is agreed and understood that the process for formation of a Co-operative Housing Society shall commence after Occupation Certificates in respect of all the Building are received from the MHADNBUILDING PERMISSION CELL, **PMAY CELL/A**.

27. In the event of a Proposed Society being formed and registered or incorporated, as provided herein before the sale and disposal by the Promoter of all the flats and other premises etc., in the Building constructed on the said Land, and until execution of Conveyance by the Promoter to the Society, the powers and authorities of such Proposed Society and premises in the said Building shall be subject to the overall control of the Promoter or any of the matters concerning the said Land, the construction and completion thereof and all amenities appurtenant thereto, and in particular, the Promoter shall have absolute authority and control, as regards the unsold flats etc., and the disposal thereof, as provided above.

28. The Purchaser/s hereby agrees that in the event of any amount by way of betterment charges, development charges or any other levy or as premium or security deposits, becomes payable to the MHADNBUILDING PERMISSION CELL, PMAY CELL/A or the Government, or Maharashtra Electricity Board / Torrent Power Ltd. or to any other Public or Local Body, for the purpose of giving water, electric, telephone connections or for any other utility, or any other tax or payment of similar nature becoming payable by the Promoter in respect of the said Buildings including the building in which said flat is situate, the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the Carpet area of the said Flat and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchasers. The Purchasers agree/s to pay within seven days of demand, without any deduction, objection or delay, such proportionate share of such deposits and costs to the Promoter.

29. If the Purchaser/s neglects, omits, or fails for any reason whatsoever, to pay to the Promoter any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinabove specified, or if the Purchaser/s shall in any way, fail to perform or observe any of the terms and conditions on the part of the Purchaser/s herein contained or referred to, the Purchaser/s hereby agree/s that the Promoter shall be entitled to re-enter upon and resume possession of the said Flat and remove there from everything whatsoever brought in by the Purchaser/s, without any objection or hindrance from the Purchaser/s, and this Agreement shall cease and stand terminated, and the earnest money and all the other amounts already paid by the Purchaser/s shall stand absolutely forfeited to the Promoter, and the Purchaser/s shall have

no claim against the Promoter for refund or repayment of the said earnest money and other money already paid by the Purchaser/s to the Promoter or any part thereof, and the Purchaser/s hereby agrees in such event to forfeit all rights, title, and interest of the Purchaser/s in the said Flat and all amounts already paid, and in such event, the Purchaser/s shall also be liable to immediate ejection as a trespasser/s and the right given by this clause to the Promoter shall be without prejudice to any other rights, remedies and claim whatsoever at law or under this Agreement of the Promoter against the Purchaser/s.

30. The Promoter shall attend to the formation, registration and incorporation of the Proposed Society and the Purchaser/s and the purchaser/s of other flats shall bear, pay and contribute towards professional charges, fees and expenses for preparation and execution of the Deed of Conveyance and for the formation and registration or incorporation of the Proposed Society in proportion to their respective carpet area of their respective flat and/or paid by such Proposed Society. The costs of Stamping and Registration of this Agreement and all other Agreements, and of the Deed of Conveyances or other Transfer Deed or Deeds, or any other documents required to be executed by the Promoter or the Purchaser/s or the Proposed Society, and the entire professional costs, charges and expenses and other costs and expenses including Stamp Duty and Registration fees, as aforesaid, shall be borne and paid exclusively by the Proposed Society or proportionately by the Purchaser/s and all the Purchaser/s of the other flats and premises in the said Residential Buildings on the said Land, to the intent that the Promoter shall not contribute anything towards any such expenses. The proportionate share of such costs, charges and expenses that may be payable by the Purchaser/s shall be paid by the Purchaser/s immediately on demand.

31. If at any time any further tax and/ or charges, and/ or betterment charges or other levy are charged, levied or sought to be recovered by MHADA/BUILDING PERMISSION CELL, PMAY CELL/A, Government and / or any other public authority in respect of the said Land or the said Buildings and/or the approval of construction or occupation thereof the same shall be borne and paid by all the purchasers in proportion to the respective carpet area of their respective Flats in the said Buildings.

32. The Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Land including the said Flat or any part thereof, to view and examine the state and condition thereof, and also for the purpose of repairing any part of the Buildings and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said Buildings and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables within the Land and for similar other purposes and for all other purposes contemplated by this Agreement.

33. Irrespective of disputes, if any arising between the Promoter and the Purchaser/s and / or the Society all amounts, contributions and deposits

including amounts payable by the Purchaser/s to the Promoter under this Agreement shall always be paid punctually by the Purchaser/s to the Promoter and shall not be withheld by the Purchaser for any reasons whatsoever.

34. It is clearly understood and agreed by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to sell, or transfer, lease or give on license basis, assign or otherwise deal with or dispose of to anyone of its choice, the flat together with an adjacent terrace of the said Building. The Purchaser/s of such flats shall be entitled to have exclusive use of the adjacent terrace as permissible by law. However, the Purchaser shall not enclose or cover the said terrace without the written permission of the Promoter and/or the Society or the concerned authority, as the case may be and MHADA/BUILDING PERMISSION CELL, PMAY CELL/A. The Society shall at all times have access to the common terrace for the repair and maintenance of the Water Tanks and the Lift Machine.

35. It is also understood and agreed by and between the Parties hereto:-

- (a) that the terrace space in front of or adjacent to any particular flat/flats in the said Buildings, if any, shall belong exclusively to the respective purchasers of the said Flat if allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the Promoter and the concerned local authority and the Society as the case may be.
- (b) that the Purchase Price mentioned hereinabove is purely on lump sum basis and no dispute whatsoever shall be entertained at any time relating to the Purchase Price. The aggregate of the carpet areas mentioned herein for Flats shall be used for determining the proportionate distribution amongst the various Purchaser/s of any common expenses incurred or to be incurred on the said Buildings.
- (c) the contribution by the Purchaser towards the Corpus Fund and provisional maintenance charges will be determined proportionally on the flat area acquired by the Purchaser.
- (d) that irrespective of disputes if any, which arise between the Purchaser/s and the Promoter and / or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoter under this Agreement shall always be paid punctually by the Purchaser/s to Promoter and shall not be withheld by the Purchaser/s for any reason whatsoever.

36. The Purchaser/s hereby agrees that even after the co-operative society is formed they shall not charge maintenance charges for the unsold flat from the Promoter.

37. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements/publicity/promotional material these presents shall constitute the complete and comprehensive contract between the parties and

shall govern and be construed to govern the rights and obligations of the parties in all matter relating to flat, fixtures and amenities.

38. So long as the area of the said Flat (agreed to be acquired by the Purchaser from the Promoter) is not altered, the Promoter shall be at liberty and are hereby expressly permitted to make variations in the Layout of the said Land or elevation of the Building, garden space and/or varying the location of the access of the Building on the said Land as the Promoter may consider feasible, convenient or advisable. The Purchaser expressly hereby consents to all such variations and changes.

39. It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development of the said Buildings on the said Land, the Purchaser and the Co-operative Society when formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated or the approvals being revoked.

40. Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said Flat, the Promoter shall have a first charge on the said Flat agreed to be acquired by the Purchaser for recovery of all the amounts payable by the Purchaser under this Agreement or otherwise.

41. The layout, Scheme of Development of the said Land, location and dimension of plans and specifications are subject to change, and the Promoter is accordingly entitled to make variations, alterations, amendments or deletions to or in the Scheme of Development, layout and plans of relocating/realignment of common areas and facilities, the water, power, sewage, telephone and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, recreation areas, and all or any other areas, amenities and facilities and/or varying access and/or its location, to the said Buildings as they may deem fit or if the same is or are required by the concerned authorities.

42. The Purchaser/s agrees that any indulgence, forbearance delay or default on the part of Promoter in enforcing the terms and conditions of these presents or the grant of time to the Purchaser/s shall not be construed as a waiver of the breach of any of the terms and conditions of these presents nor shall in any way prejudice the rights of the Promoter.

43. After the possession of the said Flat is handed over to the Purchaser/s or after execution of Conveyance or other Transfer deed/s as aforesaid, if any additions or alterations in or about or relating to the said Buildings or in the flats therein are required to be carried out by or at the instance of the Government, the MHADA/BUILDING PERMISSION CELL, **PMAY** CELUA or any Statutory Authority, the same shall be carried out by the Purchaser and all other Purchasers of the flats in case the same relate to the said Buildings at their own costs, and not by the Promoter who shall not in any manner be liable or responsible for the same or any part thereof.

44. In the event of need of any rectification, modification and/or addition/alteration of any terms and conditions as recorded in the present agreement, the same shall be done in writing, as mutually agreed and decided by the parties.

45. This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) and any other provisions of law applicable thereto.

46. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Bhiwandi in connection with any dispute arising out of or in connection with this Agreement.

47. All letters, intimations and communications sent by the Purchaser/s in all matters concerning these presents shall be addressed to the Promoter at the address recorded in these presents and all notices to be served upon the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post, under Certificate of Posting or by Courier at his/her/their/its address specified above.

Any change in address shall be forthwith notified by the Purchaser/s to the Developers by registered A.O. In the event that the Purchaser/s fail/s and/or default/s in notifying to the Promoter the changed address, service of notices, letters, communications, the last notified address shall deem to be good service to the Purchaser/s by the Promoter.

48. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s will lodge this Agreement for registration with the concerned Office of the Sub-Registrar of Assurances latest within 4 (Four) months from the date of its execution, and the Promoter or their agents will attend the Sub-Registry and admit execution thereof, upon and after the Purchaser/s inform/s the Promoter of the number under which it has been lodged for registration.

49. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(a) The Promoter states as under:

We are assessed to Income Tax and the Permanent Account Number allotted to us is **ABDFM4546P**.

(b) The Purchaser/s states as under:

I/We, the Purchaser/s within named, am/are assessed to Income-Tax and the Permanent Account Number allotted to me/us is _ _ _ _ _

The First Schedule Above Referred To:

(Description of the Land No. 1)

All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 1/1 (Old Survey No. 4/1 Paiki), area admeasuring about 0-58-00 (H-R-Pratis), equivalent to 5800.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/3 (Old Survey No. 4/1 Paiki), area admeasuring about 0-24-50 (H-R-Pratis), equivalent to 2450.00 Sq. Mtrs.; Survey No. 4, Hissa No. 1/2 (Old Survey No. 4/1 Paiki), area admeasuring about 0-09-30 (H-R-Pratis), equivalent to 930.00 Sq. Mtrs.; Survey No. 4, Hissa No. 3/1 (Old Survey No. 4/3 Paiki), area admeasuring about 0-16-80 (H-R-Pratis), equivalent to 1680.00 Sq. Mtrs.; and Survey No. 69, Hissa No. 1/5 (Old Survey No. 69/1 Paiki), area admeasuring about 0-08-50 (H-R-Pratis), equivalent to 850.00 Sq. Mtrs. out of total area admeasuring about 0-24-50 (H-R-Pratis), equivalent to 2450.00 Sq. Mtrs.; total admeasuring about 1.17.10 (H-R-Pratis), equivalent to 11710.00 Sq. Mtrs. area; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane.

(Description of the Land No. 2)

All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 3/2 (Old Survey No. 4/3 Paiki), area admeasuring about 0-54-80 (H-R-Pratis), equivalent to 5480.00 Sq. Mtrs.; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane.

(Description of the Land No. 3)

All That Piece and Parcel of Non-Agricultural Land bearing Survey No. 4, Hissa No. 2, area admeasuring about 0-02-00 (H-R-Pratis), equivalent to 200.00 Sq. Mtrs. and Survey No. 4, Hissa No. 4, area admeasuring about 0-01-50 (H-R-Pratis), equivalent to 150.00 Sq. Mtrs.; total admeasuring about 0-03-50 (H-R-Pratis), equivalent to 350.00 Sq. Mtrs.; situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane.

The Second Schedule Above Referred To

(Description of the said Flat}

Flat No.2202 on **Floor** admeasuring approximately 29.2 **Sq. Mtrs. carpet**
22ND

area in A Wing of Building No. 2 in the project to be known as ' NARAYANI DHAM, situate lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane.

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

SIGNED AND DELIVERED

by the within-named "PROMOTER"

M/S. MAYA DEVELOPERS

through its Partner

ABHISHEK VINOD DWIVEDI

SIGNED AND DELIVERED

by the within named "PURCHASER"

IN THE PRESENCE OF...

WITNESSES:

1.

2.

RECEIPT

Received from the within-named Purchaser/s a sum of **Rs.** /- {**Rupees only**), details whereof are given below towards the purchase price as and by way of earnest money/purchase price, details whereof are as under :-

- (a) Rs. /- (Rupees only) through dated
 , drawn on Bank;
- (b) Rs. /- (Rupees only) through dated
 , drawn on Bank;

WE SAY RECEIVED

ABHISHEK VINOD DWIVEDI
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