

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this _____day of **December, 2024;**

BETWEEN

BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED (formerly known as **M/S. BOMBAY CONSTRUCTION AND ENGINEERING COMPANY PRIVATE LIMITED**, Certificate of Incorporation for name changed is attached herewith) – **PAN : AAACB9795N**, a Company registered under the Companies Act, 1956 and having its registered office at **104, 1st Floor, Kritika Annexe, Sion Trombay Road, Chembur, Mumbai - 400 071**, hereinafter referred to as “the Promoters” (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and permitted assigns) of the **ONE PART;**

AND

MRS. DAMAN SANJAY YADAV – PAN: BDJPS5723F AND MR. SANJAY RAMKANWAR YADAV – PAN: AARPY9039J, both Indian Inhabitant residing at / having his/her/their address at **502, PLOT No.41, GAURI PRIYA, SECTOR – 19, KHARGHAR, NAVI MUMBAI - 410210**, hereinafter called “**the Flat Purchaser**” (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART:**

W H E R E A S:

- A. By a Development Agreement dated 15th May, 2008 read with Deed of Confirmation dated 16th October, 2009 made between the (1) Aruna Gajanan Bhatte and (2) Megha Rasik Desai, therein referred to as the Owners of the One Part and the Promoters herein, therein called the Promoters of the other part and registered with the Office of the Sub- Registrar of Assurances at Mumbai under Sr. No. BBE-13/8368 of 2009 inter alia confirmed the execution of the said Development Agreement dated 15th May, 2008 (hereinafter referred to as “**the said Development Agreement**”), the Owners therein, subject to retention of 50% of buildable F.S.I. including TDR FSI thereby granted and conferred unto the Promoters therein, all that piece and parcel of land bearing

Plot No.5 of Industrial Sub-Division of Survey No.1 and 2 and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) together with factory building and other structures standing thereon (since demolished) situated lying and being at Kurla (West), Mumbai and delineated on the plan annexed hereto as **Annexure "A"** and thereon shown surrounded by red color boundary line and more particularly described in the Schedule hereunder written at or for the consideration and on the terms and conditions therein contained (hereinafter referred to as "**the said Property**") by constructing thereon the proposed multi - storied building consisting of stilts and several upper floors, there being parking area in stilts and residential premises on all the upper floors, by utilizing balance FSI and also by utilizing the entire permissible TDR of in respect of the said Property at or for the consideration and on the terms and conditions as setout therein;

- B. In terms of the said Development Agreement, the Promoters herein in lieu of the 50% of the buildable retained FSI, has to construct and handover free of cost to the Owners the entire constructed areas, flats / premises car-parking spaces in the proposed new building to be constructed on the said Property (hereinafter referred to as "**the Owner's Allocation**") and to independently book, allot, sell, transfer, lease, mortgage and/or otherwise create third party rights in respect of all the balance constructed areas, flats / premises, car-parking spaces in favour of the prospective buyer or Flat Purchaser/s as the Promoter's deem fit and proper (hereinafter referred to as "**the Promoter's Allocation**"). Reference to the Flat Purchaser/s in this Agreement means purchasers of such premises from and out of Promoters Allocation;
- C. In pursuance of the said Development Agreement, the Owners have executed a Power of Attorney in favour of the Promoters partners/nominees of the Promoters herein authorizing them to do all acts, deeds, matters and things for carrying out the development of the said Property and construction of the proposed new building;
- D. The Promoters are desirous of constructing on the said Property a Residential building comprising of ground + Twelve upper level floors and Car Parking on the ground level to be known as "**Sahil Exotica**" hereinafter referred to as the "**said Building**" on the said Property ("**the Project Land**")

is proposed as a "Real Estate Project" by the Promoters and is registered as a 'real estate project' ("**the Project**") with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**") and the MahaRERA has issued Registration Certificate of Project dated 7th August, 2017 and the Project Registration number is P51800003978. A copy of Registration Certificate is annexed hereto as **Annexure "B"**;

- E. The Promoters propose to construct the said Building and complete the said Project in accordance with the plans which are sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and subject to the rules and regulations of the MCGM by using, loading and consuming the entire FSI, TDR FSI and Fungible FSI available in respect of the said Property and the MCGM has approved/sanctioned the building plans and has accordingly issued Intimation of Disapproval (IOD) dated 02/08/2013 (04/07/2017) bearing No. CE/4221/BPES/AL [AUTO DCR No. CHE / ES / 1679 / L / 337 (NEW)] and Commencement Certificate (CC) dated 01/11/2013 (17/07/2017);
- F. By and under Supplemental Agreement made between the Owners herein and therein also referred as the Owners of the One Part and the Promoters herein and therein also referred to as the Promoters of the Other Part, the parties therein have agreed to modify and alter the earmarking of their respective allocations in constructed premises in the said building on the terms and conditions therein contained;
- G. The Promoters have entered into an Agreement prescribed by Council of Architects with the Architect, Mr. Mukesh Bahadur, registered with the Council of Architect and also appointed Mr. Raajesh K. Ladhad as RCC Consultants/ Structural Engineers for preparing structural designs and drawings and specifications of the said building to be constructed on the said Property and the Flat Purchaser/s accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the said building unless otherwise changed by the promoters;

- H. Hereinafter for the sake of brevity, the term Flat Purchaser/s shall be referred to as “The Flat Purchaser/s” and “The Flat Purchaser/s” is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis;
- I. The Flat Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser/s of all the documents of title relating to the said Property, the sanctioned plans i.e. building plans, floor plans, designs and specifications prepared by the Promoter’s Architect in respect of the said building and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**the MOFA**”) and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the RERA**”) and the rules and regulations made thereunder;
- J. The Promoters have got revised NOC from Airport Authority of India (Civil Aviation) dated 19/03/2019 for permissible top elevation AMSL of 78.40 mtrs;
- K. On demand from the Flat Purchaser/s, the Promoters have given inspection to the Flat Purchaser/s and the Flat Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises as defined hereinafter and made enquiries thereon on MahaRERA website and is satisfied with respect to all the documents of title relating to the said Property, and the plans, designs and specifications prepared by the Promoters Architect, Mr. Mukesh Bahadur, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:

- (i) All the approvals and sanctions of all the relevant authorities for the development of the said Project including the layout plan and building plans;
- (ii) All the documents of title relating to the said Property all other documents mentioned in the recitals hereinabove;
- (iii) Property Card (**ANNEXURE "C"**);
- (iv) Intimation of Disapproval dated 02/08/2013 bearing No. CE/4221/BPES/Al [AUTO DCR No. CHE/ES/1679/L/337(NEW)] and amended Intimation of Disapproval dated 04/07/2017 (**ANNEXURE "D-1"** and **"D-2"**);
- (v) Commencement Certificate dated 01/11/2013 (18/07/2017) bearing No. CE/4221/BPES/AL [AUTO DCR No. CHE/ES/1679/L/337(NEW)] (**ANNEXURE "E"**);
- (vi) Title Certificate of M/s. Vinod Mistry & Co., Advocates & Solicitors dated 28/11/2013 (27/09/2017) (**ANNEXURE "F"**);
- (vii) Copy of the Floor Plan of the flat agreed to be purchased by the Flat Purchaser/s, (**ANNEXURE "G"**);
- (viii) Part Occupation Certificate dated 29th October, 2020 bearing No. CHE/ES/1679/L/337(NEW)/OCC/1/New of 29 October 2020 in respect of said building up to 2nd and 4th to 11th floor (**ANNEXURE "H"**).
- (ix) Full Occupation Certificate including Building Completion Certificate dated 28th February, 2023 bearing No. CHE/ES/1679/L/337(NEW)/OCC/1/New of 28th February, 2023 (**ANNEXURE "I"**).

The Flat Purchaser/s hereby undertake/s not to raise any objection and/or make any requisitions with respect to the title of the Promoters to develop the said Property, based on the above information given.

- L. While sanctioning the said plans for the said building the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the

Promoters while developing the said Property and the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said building shall be granted by the concerned local authority;

- M. The Flat Purchaser/s being fully satisfied in respect of the title of the said Property has/have approached the Promoters and applied for purchase of **Flat No. 404** on the **4th** floor of the said building to be constructed on the said Property with full notice of and on the basis of the terms conditions and provisions contained in all the documents papers, plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing. The Flat Purchaser/s is/are aware that the construction of the said building is completed and that **Flat No. 404** is ready for occupation and the Flat Purchaser/s being fully satisfied with condition of flat has/have agreed to purchase the same on the terms recorded herein;
- N. The Flat Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said development writings, plans, documents, Orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoters contained in these presents;
- O. The Promoters hereby record, declare and confirm that the said Premises and car parking space (defined hereinafter) forms a part of the Promoter's Allocation as envisaged in the said Development Agreement;
- P. Under section 4 of the MOFA and section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises to the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- Q. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to sell to the Flat Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.

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

1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
2. The Promoters have completed construction of a residential building comprising of Ground + Twelve upper level floors and Car Parking on the ground level to be known as "**Sahil Exotica**" (hereinafter referred to as "**the said building**") on the said Property more particularly described in the First Schedule hereunder written by utilizing the entire FSI, TDR FSI, Fungible FSI and other benefits by whatever name called available in respect of the said Property to the utmost extent in accordance with the plans designs and specifications approved by the Municipal Corporation of Greater Mumbai (MCGM) and other local authorities which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/MCGM/Government to be made in them or any of them. The Flat Purchaser/s hereby expressly consent to the Promoters making variations or modifications in the said plans as may be required by the concerned authorities or Government to be made in them or any of them.

PROVIDED THAT the Promoters shall have to obtain the prior consent in writing of the Flat Purchaser/s in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Flat Purchaser/s. The Promoters may also make such minor additions and alterations as may be required by the Flat Purchaser/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

PROVIDED FURTHER THAT the Promoters shall be entitled to make modifications, variations, additions or alterations to Building/floor as may be required by the Promoters from time to time, by obtaining 2/3rd consent of concerned affected person/s in the said building/floor as the case may be. (Further Sentence deleted).

3. **Purchase of the Flat and Sale Consideration:**

3.1 The Flat Purchaser/s hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s, the Flat No. **404** admeasuring **108.12** square meters carpet area as per the definition of the term "**carpet area**" under Section 2 (k) of RERA) on the **4th Floor** of the building to be known as "**Sahil Exotica**" constructed on said Property (hereinafter referred to as "**the said Premises**") as more particularly described in the **SECOND SCHEDULE** and as shown hatched with red colour in the typical floor plan annexed and marked as **Annexure "G"** hereto, at and for the lump sum consideration of **Rs. 5,33,25,000/- (Rupees Five Crore Thirty-Three Lakh Twenty-Five Thousand only)**. The Purchaser(s)/Unit Holders have paid a sum of **Rs. _____/- (Rupees _____ only)** towards part consideration of purchase of the said premises on _____.2024.

However, the carpet area of the said premises in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCR) is reflected as **101.09** square meters;

3.2 It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls or columns of the Apartment).

3.3 Further as an amenity provided along with the said Premises, the Promoters have earmarked for the exclusive use of the Flat Purchaser/s along with **2 (Two) Car Parkings** in the open area mechanized puzzle car parking system surrounding the said Building known as "**Sahil Exotica**" (hereinafter referred to as "**said Car Parking**"). The said Car Parking is provided as an irrevocable amenity without consideration; however, the Flat Purchaser/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoters and/or the Common Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking as may be levied by the Promoters and/or the said Common Organisation. Further, the Flat

Purchaser/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed or allotted by the Promoters.

- 3.4 The total consideration as hereinabove is inclusive of the proportionate price of the common area, amenities and facilities appurtenant to the said premises. The percentage of the undivided interest of the Flat Purchaser/s in the common areas, amenities and facilities limited, restricted or otherwise pertaining to the said flat shall be in proportion of the area of the said flat agreed to be sold hereunder to the total area of the said building. The nature extent and description of the fixtures, fittings, specifications, common/limited common areas, amenities and facilities to be provided by the Promoters to the Flat Purchaser/s is more particularly described in the **THIRD SCHEDULE** hereunder written.
- 3.5 The Flat Purchaser/s has paid, on or before execution of this Agreement, a sum of **Rs. _____/- (Rupees _____ only)** being part payment amount of the sale consideration after deduction of a sum of **Rs. _____/- (Rupees _____ only)** as TDS from the balance sale consideration and the Flat Purchaser/s hereby agrees to pay to the Promoters the balance amount of Sale Consideration being a sum of **Rs. _____/- (Rupees _____ only)** which shall be Paid within 15 (Fifteen) days of execution and registration of this presents, by the Flat Purchaser to the Promoter. Timely payment of balance consideration is of essence.
- 3.6 Provided that, the Flat Purchaser/s making payment of Sale Consideration is responsible to deduct 1.00% (being the present prevailing rate) of the amount paid towards Sale Consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in Promoters' favour in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Flat Purchaser/s /Financial Institution within a period of 30 (thirty) days from the said error being brought to the Flat Purchaser/s /Financial Institution's notice. The Credit for the TDS amount deposited by the Flat Purchaser/s /Financial Institution will be given to the Flat Purchaser/s only upon receipt of the Original TDS Certificate and

the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Flat Purchaser/s failing to produce the Original TDS Certificates for all the payments made by the Flat Purchaser/s, at the time of handing over of the said Premises, the Flat Purchaser/s will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Flat Purchaser/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Flat Purchaser/s. In case the Flat Purchaser/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Flat Purchaser/s.

- 3.7 The Parties hereto confirm that as the full occupation certificate has been received by the promoters, the Goods and Service tax is not applicable to the present transaction. It is further agreed that the sale consideration excludes all other levies, duties, cesses, and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses,(excluding GST) (whether applicable/payable now or which may become applicable/payable in future) indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Flat Purchaser/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof;
- 3.8 The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments;

- 3.9 The Flat Purchaser/s have measured and verified the carpet area that has been allotted to the Flat Purchaser/s and is satisfied with the same;
4. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.
5. The Promoters hereby agree 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 any time thereafter and has obtained Part Occupation Certificate bearing No. CHE / ES /1 679 / L / 337 (NEW) / OCC / 1 / New dated 29th October, 2020 and Full Occupation Certificate including Building Completion Certificate bearing No. CHE/ES/1679/L/337(NEW)/OCC/1/New dated 28th February, 2023 in respect of the said Premises. The Flat Purchaser/s has also been informed that the Promoters shall continue with in balance development works on the said Property including but not limited to development of common/limited common areas, amenities, Mechanical Puzzle car parking system and facilities to be provided by the Promoters to the Flat Purchaser/s is more particularly described in the **THIRD SCHEDULE** hereunder written and Flat Purchaser/s has no objection for the same;
- 5.1 The Promoters at its risk and responsibility may avail from banks / financial institutions, loan / financial assistance for development of the said Property including the said building but excluding the **Flat No. 404** on the **4th floor** as a security for the payment thereof it may create security on the said Property together with the said building to be constructed thereon. The Flat Purchaser/s hereby consent/s to the Promoters availing such loan and/or financial assistance on such terms and conditions as the Promoters may deem fit and proper subject to the repayment thereof with interest by the Promoters. The

Flat Purchaser/s will not be responsible for any arrangement/ agreement entered into by the Promoters with any banks/ financial institutions and the Promoters are alone shall be responsible and liable for repayment of any loan or financial facilities that may be availed by the Promoters.

6. The Flat Purchaser/s shall make timely payments of the Balance Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement. This term is germane to the transaction.

6.1 Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates, the Flat Purchaser/s shall be bound and liable to pay interest as per State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Flat Purchaser/s from time to time or on completion of the said Project/said Premises, and the Flat Purchaser/s has agreed to pay the same as and when demanded before the possession of the said Premises.

7. Within 15 days of receipt and realization of full balance sale consideration and amounts specified in Clause 17 and Clause 18 herein, the Promoters shall give possession of the said remises to the Flat Purchaser/s ("**Possession Date**").

a. If the Flat Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Flat Purchaser/s shall at the option of the Promoters pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate;

- b. Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 6.1 & 7 (a) above, and any other rights and remedies available to the Promoters (a) on the Flat Purchaser/s committing any default of payment on the due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings but excluding GST), the Promoters shall be entitled to, at its own option and discretion, to terminate this Agreement. Provided that, the Promoters shall give a notice of 15 (Fifteen) days in writing to the Flat Purchaser/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Flat Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Flat Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Flat Purchaser/s ("**Promoters Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Flat Purchaser/s. On the receipt of the Promoters Termination Notice by the Flat Purchaser/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Flat Purchaser/s; and (ii) the Promoters shall be entitled to adjust and recover from the Flat Purchaser/s (a) pre-determined and agreed liquidated damages equivalent to Rs.10,00,000/- (Rupees Ten Lakh only) from out of total sale consideration paid till then by the Flat Purchaser to the Promoter hereunder as liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market

value of the said Premises prevailing at the time of termination; (b) brokerage fees; (c) all other taxes and outgoings, if any due and payable in respect of the said Premises up to the date of Promoters Termination Notice; (d) the amount of interest payable by the Flat Purchaser/s in terms of this Agreement from the date of default in payment till the date of Promoters Termination Notice as aforesaid; Upon the termination of this Agreement in terms of this sub-clause 7(b), the Flat Purchaser/s shall have no claim/right/ of any nature whatsoever against the Promoters and/or the said Premises and/or the car park/s or any part thereof. Further, the Flat Purchaser agrees and records that liquidated damages mutually agreed is fair and reasonable. Further, upon termination of this agreement, the Promoters shall not be liable to pay to the Flat Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Flat Purchaser/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Further upon termination the parties shall forthwith execute and register Deed of Cancellation in the manner as may be mutually agreed and recorded separately and the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Flat Purchaser/s entirely.

8. Upon the possession of the said flat Premises being delivered to the Flat Purchaser/s, the Flat Purchaser/s shall be deemed to have allowed the Promoters, its engineers, workmen, laborer's or architects to enter upon the said building Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the said building Premises provided the said building Premises is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Flat Purchaser/s or his/her/their agents and the Flat Purchaser/s shall reimburse and/or pay to the Promoters or any other person the loss or damage suffered by them on account of the act of the Flat Purchaser/s or his/her/their agent/s.
9. The common areas, facilities and amenities in the said Project that may be usable by the Flat Purchaser/s are listed in the **THIRD SCHEDULE** hereunder written. The flat has not been provided with any internal fittings

and fixtures in the said premises and the flat has been given in bare shell condition. The Promoters may charge the Flat Purchaser/s separately for any up-gradation/ changes specifically requested or approved by the Flat Purchaser/s in fittings, fixtures and specifications requested or approved by the Flat Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Flat Purchaser's request or approval but which have not been agreed upon herein.

10. The Promoters shall form Common Organization / Limited Company / Condominium / Society or any other association (hereinafter referred to as "**the Common Organization**") to comprise solely of the Flat Purchaser/s and other Purchaser/s of the said Project, in accordance with the applicable laws. The Promoters shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold Flats/Premises/Car Parking's as per its choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is hereby agreed by the Promoter that if the Promoter decide to form a Condominium then the Promoter shall execute a Deed of Apartment for the said Premises along with 1 (One) Car Parking in the open area mechanized puzzle car parking system surrounding the said Building in the name of purchasers.
11. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - a. The Promoters hereby declares that no part of the FSI relating to the said Property has been utilized by the Promoters elsewhere for any purpose whatsoever;
 - b. The Promoters alone shall be entitled to use, utilize and consume the TDR loaded or to be loaded by it from any other outside free sale portion or Fungible FSI, for construction on the said property in any manner it deems fit and proper, and as may be legally permitted, whether now or at any time in future, including before execution of the Deed of Conveyance, or any other vesting document in respect of the said property or any part thereof, as aforesaid and the Promoters and/or Purchaser/s of the premises and/or the said Organization shall not be entitled to use or consume the same at any time after execution of conveyance or

any other document vesting the title in the said Organization;

- c. The entire unconsumed and residual F.S.I., if any in respect of the said Property, and the entire increased, additional, incentive and extra F.S.I., Fungible FSI which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I., Fungible FSI which may be available either before execution of the Deed of Conveyance, or any other vesting document in respect of the said Property or any part thereof, together with the said building, unto and in favour of the said Association on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoters, free of all costs, charges and payments, and neither the Flat Purchaser/s herein, nor the said Association, common organisation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience;
- d. The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI, TDR Fungible FSI and any other future FSI which may be by any name, respectively for construction on the said property as may be permitted by law till execution of deed of conveyance in favour of the said association/common organisation for the purpose of extending the said building thereon or any of them horizontally or vertically at the sole discretion of the promoters and/or for constructing any new and additional structures and floors thereon or in any of them, and/or otherwise howsoever, as the promoters may desire and deem fit and proper;
- e. The lift machine room and water tank shall be located on the common terrace above the topmost floor and/or on the ground floor or in the basement of the said building at the sole discretion of the Promoters. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this

Clause. Neither the Purchaser nor the said Association/Common Organisation nor its members will have any right to use or have any claim, right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

- f. The said Association/Common Organisation shall admit as its members all flats purchaser/s acquirers of such new and additional premises / tenements / premises / terraces in the said building;
- g. All such new and additional tenements, flats, premises, floors, extensions, buildings and structures shall absolutely and exclusively belong to the Promoters as the case may be, and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters alone shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Purchaser/s nor the said Association nor the said common organization shall raise any dispute or objection thereto and the Flat Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;
- h. The Flat Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall he/she/they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/ or of water and electricity;
- i. The provisions of this clause shall always be of the essence of this Agreement and shall run with the land and these covenants shall

be included in the vesting document and;

- j. Each of the aforesaid consents given by the Flat Purchaser/s shall be deemed to be specific written consent granted by the Flat Purchaser/s to the Promoters under section 7 (1) (ii) of the Maharashtra Ownership Flats Act, 1960.
- 12. Till the entire development of the said Project to its full development potential has been completed in all respects, the Flat Purchaser/s Common Organization 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, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Flat Purchaser/s Common Organisation shall have no right or interest in the enjoyment and control of the Promoters in this regard and the Purchaser/s Common Organisation shall not hinder or obstruct the Promoters in this regard or in the exercise by the Promoters of its aforesaid rights.
- 13. Within 6 (Six) months from the date of issuance of the Full Occupation Certificate with respect to the said Project, with the common areas, facilities and amenities described in the **THIRD SCHEDULE** hereunder written shall be conveyed to the Common Organization vide a registered Indenture of Conveyance ("**Transfer Document**"). The Common Organization shall be required to join in the execution and registration of the Transfer Document. The costs, expenses, charges, levies and taxes on the Transfer Document and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Flat Purchaser/s and members of the Common Organisation alone. Post the Transfer Document, the Common Organisation shall be responsible for the operation and management and/or supervision of the said Property, said Project including common areas, facilities and amenities and the Promoters shall not be responsible for the same.
- 14. Defect Liability:
 - a. If within a period of five years from the date of handing over the said Premises to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of the Promoters any structural defect in the said

Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/s to receive from the Promoter, compensation for such defect in the manner as provided under the Act;

- b. Provided however, that the Flat Purchaser/s shall not carry out any alterations of whatsoever nature in the said Premises and in specific the structure of the said premises/the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Flat Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Occupants, vagaries of nature etc.;
- c. It shall be the responsibility of the Flat Purchaser/s to maintain the said Premises in a proper manner and take all due care needed including but not limited to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
- d. Further where the manufacturer warranty as shown by the Promoters to the Flat Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises /said building, and if the annual maintenance contracts are not done/renewed by the Flat Purchaser/s, then the Promoters shall not be responsible for any defects occurring due to the same;
- e. That the Project as a whole has been conceived, designed and

constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the premises and the common project amenities wherever applicable;

- f. That the Flat Purchaser/s has been made aware and that the Flat Purchaser/s expressly agrees that the regular wear and tear of the said Premises /said building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;
 - g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Flat Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the premises/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
15. The Flat Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the residential purpose for which the same has been allotted. The Flat Purchaser/s shall use the car parking space for his/her/their Light Motor Vehicle only and not for storing goods and other items. The Flat Purchaser/s shall have the right to assign the right to use car parking space(s) allotted to them to flat purchaser in the said building at its sole discretion and that the Promoters have no objection to such assignment. Upon formation of Common Organisation all such assignment shall be as per the rule and regulations that shall be formed by the Common Organisation with regards to the same.
16. The Flat Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Project in which the said Premises are situated. The common expenses in respect of the said Property shall be shared by the purchasers of flats and premises of the said Project in which the said Premises is situated in proportion to the area of their respective flat/premises.

17. The Flat Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following additional amounts:

- (i) Rs. 1,00,000/- for legal charges and expenses.
- (ii) Rs. -----/- for share money and entrance fees.
- (iii) Rs. 15,000/- for formation and registration of the said common organization / association.
- (iv) Rs. -----/- for proportionate share of Advance taxes and other outgoings for a period of **06** months. **(Maintenance amounts to be paid directly to the society as per society norms).**
- (v) Rs. 1,00,000/- for water meter and electric meter charges and towards costs of electric sub-station and cables.
- (vi) Rs. -----/- towards proportionate share of development charges and LUC taxes or at actual as the case may be.
- (vii) Rs. 15,000/- towards proportionate share of MGNL piped gas pipeline.
- (viii) Rs. ----- /- towards Club Charges.
- (ix) Rs. ----- /- towards Conveyance Deed / Transfer Deed and other legal charges and expenses.
- (x) Rs. -----/- for proportionate share of Advance Municipal Property Taxes for a period of **06** months. **(Property Tax amounts to be paid directly to the BMC as per Property Tax bills generated by BMC).**

The above amounts are not refundable and no statements will be required to be given by the Promoters to the Flat Purchaser/s individually in respect of the above amounts deposited by the Flat Purchaser/s with the Promoters. The GST at the rate of 18% shall be on sums specified in Clause 17 (i) to (ix) by the Flat Purchaser/s.

18. The Promoters shall without having to render any account of whatsoever nature either to the Flat Purchaser(s) or Common Organisation utilize the

sum specified in Clause 17 (i) paid by the Flat Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/advocates of the Promoters in connection with formation of the said Common Organisation, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance and also utilize sums specified in Clause 17 (iv), (vi) and (ix) for the purposes mentioned therein.

18.1 Upon execution of the Registered Agreement of the said Premises to the Flat Purchaser/s by the Promoter, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said Property and the said building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said building. Until the said Association / Common Organisation is formed and the said Property and the said building transferred to it, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchaser/s shall directly pay to the society monthly/ quarterly maintenance charges as may be decided by the Society / Common Organisation. The outgoing charges shall carry GST @18% additionally which the Flat Purchaser/s shall pay to the Society / Common Organisation. The Purchaser/s shall also directly pay to the BMC such proportionate share of property tax payable to BMC pertaining to their flat at the time of being handed over possession of the said premises. However, if there is any increase in the property tax as charged / claimed by BMC then the increase in property tax shall be paid by the Purchaser/s to BMC within 7 days from the date of intimation by BMC to the Purchaser/s without raising any objection thereto. The amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the said Association / Common Organisation as aforesaid. The Flat Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on

the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

The above purchase price does not include the following charges: Stamp duty and Registration fees pertaining to the said Flat/Unit.

- a) Stamp duty and Registration fees pertaining to the said Flat/Unit.
- b) Legal charges for Sale Agreement documentation and Conveyance Deed.
- c) Charges for Society / Common Organisation Formation.
- d) Service Tax, VAT, GST, Works Contract Tax, impositions and or any other taxes, cess, labour cess and charges that shall be levied or become leviable in future by MCGM or any other Government Authorities and also such other charges, escalations imposed by MCGM or any other Semi Government or State Government or Central Government Authorities or statutory orbodies.
- e) Electricity Meter Connection charges, Water connection charges, Electric Sub Station charges and Debris Deposit.
- f) Common maintenance charges and property tax.

18.2 The Purchaser(s)/Unit Holder(s) hereby unconditionally agree/s and undertake/s to pay to the Builders/Promoters, all the amounts of whatsoever nature payable to Builder / Promoters under this Agreement, including but not limited to the instalments of the consideration amount payable under clause 17 (i) to 17 (x), and 18.1 hereinabove, on their respective due dates and upon the Purchaser(s)/Unit Holder(s) failure to do so for any reason whatsoever, the Purchaser(s)/Unit Holder(s) shall pay to the Promoters interest at the rate of 18% (Eighteen Percent) per annum on all such amounts of whatsoever nature, from the respective due date/s of payment of such amount/s, till the payment thereof.

19. The Flat Purchaser/s hereby agrees that in the event if any amount by way of premium or security deposit or fire cess is paid to the MCGM or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Flat Purchaser/s to the Promoters within 7 days

from the date of intimation by the Promoter/s to the Purchaser/s in proportion of the carpet area of the said Premises agreed to be acquired by the Flat Purchaser/s and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Flat Purchaser/s. The Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter/s and its successors in title and assigns in respect thereof.

20. The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate: -

- (i) The Promoters have a clear and marketable title and has the requisite rights to carry out the development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;
- (ii) The Promoters have the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the said Project and shall obtain the requisite approvals from time to time to complete the development of the said Project;
- (iii) There are no encumbrances upon the said Project, save and except those disclosed to the Purchaser/s;
- (iv) There are no litigations pending before any Court of law with respect to the said Project, save and except those disclosed to the Purchaser/s;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the said Project shall be obtained by following the due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and the common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser/s

created herein, may prejudicially be affected;

- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land and the said Premises, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
 - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
 - (ix) At the time of the execution of the Transfer Document, the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common areas of the said Project;
 - (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till obtaining of the Occupation Certificate and thereupon the same shall be proportionately borne by the Flat Purchaser/s / Resident members / Common Organization; and
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project, save and except those disclosed to the Purchaser/s.
21. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:
- 21.1 To maintain the said Premises at the Flat Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Project in which the said Premises is situated

which may be against the rules, regulations or bye-laws of MCGM, concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

- 21.2 Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lifts, common passages or any other structure of the said Project including entrances of the said Project and in case any damage is caused to the building or the said Premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;
- 21.3 To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said Project in which the said Premises is situated or the said Premises 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 Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- 21.4 Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the said Premises without the prior written permission of the Promoters, MCGM and/or the said Common

Organization;

- 21.5 The Flat Purchaser/s shall not carry out any changes in the internal structure of the said Premises without showing the plan in respect thereof to the Promoters and without obtaining prior permission in writing of the Promoters;
- 21.6 The Flat Purchaser/s shall not shift windows in the said Premises and/or carry out any changes in the said Premises so as to increase the area of the said Premises and/or put any grill which would affect the elevation of the said Project and/or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Flat Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoters. In the event if the Flat Purchaser/s fail to remove the same within the period of 24 hours, then the Promoters shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Flat Purchaser/s hereby agree/s, undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoters;
- 21.7 The Flat Purchaser/s shall for maintaining proper elevation and for maintaining the exterior facade of the said Project, fix/fit only split A/c and fix compressors only in Chajja area provided, failing which the Flat Purchaser/s shall be liable and pay Rs.5000/- (Rupees Five Thousand Only) per day till such time the Flat Purchaser/s has/have removed A/c Compressor from any other place other than area provided for the same;
- 21.8 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Project or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- 21.9 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building in which the said Premises is situated;

- 21.10 Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connected to the said Project in which the said Premises is situated;
- 21.11 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Flat Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- 21.12 The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with the Flat Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid-up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has/have obtained the prior written permission / NOC of the Promoters ;
- 21.13 The Flat Purchaser/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other monthly maintenance out-goings in accordance with the terms of this Agreement;

21.14 The Flat Purchaser/s hereby agrees that in the event of any amount by way of betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Promoters in respect of the said Project, the same shall be reimbursed by the Flat Purchaser/s to the Promoters in proportion that the area of the said Premises agreed to be purchased by the Flat Purchaser/s bears to the area of the whole building and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Flat Purchaser/s;

21.15 Till the Conveyance Deed of the said Property is executed in favour of the Common Organization, the Flat Purchaser/s shall permit the Promoters and its servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the said Project or any part thereof to view and examine the state and condition thereof;

21.16 The Flat Purchaser/s shall be responsible to bear and pay and/or reimburse to the Promoters, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to Goods and Service Tax levied/charged by the State and/or Central Government or any other competent authority in respect of this Agreement and/or on the transaction contemplated hereby ("Amount of Tax"). The Amount of Tax payable shall be payable at the time of paying each installment of the balance consideration payable against the possession of the said Premises by the Promoters or within 7 (seven) days of the demand thereof being made by the concerned authorities, whichever is earlier. If the amount is payable along with the last installment of the balance consideration at the time of delivery of the possession of the said Premises, such amount shall be determined by the Promoters at its sole discretion and the decision of the Promoters as regards the quantum of the amount and/or its reasonableness and/or legality of levy of such statutory levies or dues shall be conclusive, final and binding on the Flat Purchaser/s and the Flat Purchaser/s shall pay the same without any dispute or protest against the same. The Flat Purchaser/s do hereby agree and undertakes to indemnify and keep indemnified the Promoters and its/their successors-in-title and assigns in respect thereof;

21.17 The Flat Purchaser/s is/are fully aware of the provisions of the amended Bombay Stamp Act and the Bombay (Determination of True Market Value of Property) Rules, 1995. If any deficiency in Stamp duty already paid on this Agreement is required to be paid or is claimed by the Collector of Stamps or concerned authority, the same shall be borne and paid by the Flat Purchaser/s alone including the penalty if any. The Flat Purchaser/s shall not hold the Promoters liable and/or responsible towards the said stamp duty.

21.18 Flat Purchaser/s along with other purchasers/acquirers of premises in the said building shall join in forming and registering the said Association / Common Organisation as may be decided by the Promoters to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Association / Common Organisation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Flat Purchaser/s, so as to enable the Promoters to register the organization of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the MOFA. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Sub-Registrar of Assurances/Registrar of Co - operative Societies/Registrar of Companies or such other authority, as the case may be, or any other Competent Authority.

21.19 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that all the unsold flats and other premises including car parking spaces in the stilt/open space/garage(s)/podiums/parking in the compound, etc. in the said building shall at all times, including after the formation and registration of the said Association / Common Organisation and/or after the conveyance and/or transfer of the said building and the said Property in favour of the said Association / Common Organisation, be and remain the absolute property of the Promoters and the

Promoters may if it so desires, become member of the said Association / Common Organisation in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall object to or dispute the same. On the Promoters intimating to the said Association/common organization the name or names of the Purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Association / Common Organisation shall forthwith accept and admit such Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold flat, car parking spaces, premises, etc. save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoters occupies or permits occupation of any flat such occupant or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof.

22. (a) It is understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the flats in the said Project, if any, shall belong exclusively to the respective purchaser/s of the terrace flat and such terrace space is intended for exclusive use of the respective terrace flat purchaser/s who shall be solely and exclusively responsible to maintain and repair the said terrace space and keep the same in good clean and tenantable conditions at all times at his/her/their own costs and expenses. The said terrace shall not be enclosed by the terrace flat purchaser/s till the permission in writing is obtained from the MCGM, concerned local authority and the Promoters or the said Common Organization, as the case may be. Provided however that the open spaces in the building

compound, terrace on the top floor, etc. of the said projects shall belong exclusively belong to the Promoters and they alone shall have the right to allot, use or create third party rights with regard to such spaces;

(b) The Flat Purchaser/s hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the Flat Purchaser/s of the said Premises and hereby state/s, declare/s and covenant/s that neither the Flat Purchaser/s nor the Common Organisation will have any right to use or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the Flat Purchaser/s of the said Premises with attached terraces shall be covenant running with the land and shall form part of the conveyance of the said Property and the said Project in favour of the said Association / Common Organisation.

23. The Promoters shall, in respect of any amount or dues whatsoever remaining unpaid by the Purchaser(s) under this Agreement shall have the first and paramount lien and charge on the said flat agreed to be purchased / allotted / acquired by the Purchaser(s) hereunder.

23.1 In case any security deposit or any other charges other than the charges as mentioned as per clause 18 are demanded by any Authority for the purpose of providing water, electricity, sewerage, drainage, MGL gas pipeline and/or any other appropriate connection to the said building the same shall be payable by all the Purchaser(s)/Unit Holder(s) in proportionate share and the Purchaser(s)/Unit Holder(s) agrees to pay on demand to the Builder his/her/their share of such deposits/charges.

24. The said Project shall always be known as "**Sahil Exotica**" and its name will not be changed at any time without prior written consent of the Promoters.

25. (i) The Flat Purchaser/s along with other purchasers/acquirers of premises in the said building shall join in forming and registering the said Association / Common Organisation as may be decided by the Promoters to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said

Association / Common Organisation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Flat Purchaser/s, so as to enable the Promoters to register the organization of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the MOFA. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Sub-Registrar of Assurances/Registrar of Co-Operative Societies/Registrar of Companies or such other authority, as the case may be, or any other Competent Authority.

- (ii) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that all the unsold flats and other premises including car parking spaces in the stilt / open space / garage/s / podiums / parking in the compound, etc. in the said building shall at all times, including after the formation and registration of the said Association / Common Organisation and/or after the conveyance and/or transfer of the said building and the said Property in favour of the said Association / Common Organisation, be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the said Association / Common Organisation in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall object to or dispute the same. On the Promoters intimating to the said Association/common organization the name or names of the Purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Association / Common Organisation shall forthwith accept and admit such Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without

charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold flat, car parking spaces, premises, etc. save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoters occupies or permits occupation of any flat such occupant or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof.

- (iii) It is further expressly clarified, agreed and understood by and between the parties hereto and notwithstanding what is contained herein to the contrary that the open spaces in the building compound and that the common terrace above the topmost floor of the said building, shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding / advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Flat Purchaser/s, or the said Association / Common Organisation and neither the Flat Purchaser/s nor the said Association / Common Organisation shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ Purchasers. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Flat Purchaser/s and/or the said Association shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Flat Purchaser/s will permit the

authorised representative/s deputed by the Promoter/ Association/ to go to the said common terrace to install, checkup and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoters shall be covenants running with the land and shall form part of the conveyance when executed in favour of the said Association or common organization as specified hereinabove.

26. Mortgage / Financial Assistance:

- 26.1 After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchaser/s who has taken or agreed to take the said Premises;
- 26.2 Subject to terms and conditions of these presents, the Flat Purchaser/s has/have permitted the Promoters to raise construction loan, project finance loan, loan against the said Property and / or other constructed Flats/ Units/ Premises in the said Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or said Property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation ("Lenders") without having to seek further consent from Flat Purchaser/s in any manner whatsoever, written or otherwise, but without the Flat Purchaser/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise);
- 26.3 The sole liability to repay the loan amount together with interest/penalty so occurred under such mortgage/facility shall be of the Promoters alone, and the Promoters have also assured and undertaken to the Flat Purchaser/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Flat Purchaser/s herein fully indemnified in respect thereof.

27. 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
28. This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.
29. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
30. The aforesaid Agreement to Sale, Deed/s of Conveyance, Vesting Documents and/or any other and all related/incidental deeds, documents and writings shall be prepared by the Advocates & Solicitors of the Promoters. The costs of the Legal fees shall be borne by the Purchaser(s) / acquirer/s proportionately. The Agreements and Vesting Documents shall contain such provisions, terms, conditions and covenants as the Promoters may in its sole and absolute discretion deem fit and proper, including those contained and referred to in this Agreement, with such alterations, additions and modifications therein as the Promoters may in its sole absolute and unfettered discretion deem fit and proper, and they shall run with the land and neither the Purchaser(s) nor the said Common Organisation shall raise any objection or dispute in respect of the same, and this clause shall be of essence of this Agreement;
31. The Purchaser(s) covenants, agrees, undertakes and assures what is stated hereinafter and further agrees that the provisions, terms conditions and covenants to be incorporated in the aforesaid deeds and documents shall inter-alia be in respect of and shall form part of such documents the following:

- (i) The obligation of the Purchaser(s) and the said Common Organisation to indemnify, and keep indemnified, saved, defended and harmless at all times, the Promoters, and or respective successors and assigns, from and against all costs, charges, expenses, suits, proceedings, duties, fines, penalties, losses, damages, claims, demands, etc., that the Promoters and/or their respective successors and assigns may have to bear, pay, incur, suffer, by virtue or reason of the Purchaser(s) and/or the said Common Organisation commit any breach, default or violation in the due observance and performance of any of the terms, conditions covenants stipulations, restrictions and/or provisions mentioned herein and/or any other deed, document or writing executed or to be executed hereafter between the parties hereto; and
 - (ii) The exclusive rights of the Promoter in respect of the right to allot open care parking spaces, stilt parking spaces and open area mechanical puzzle car parking spaces to flat Purchaser(s).
 - (iii) The obligation of the Purchaser(s) acquirers of residential flats in the building, to pay deficit or short-falls provided in clause 17 (i) to 17 (ix) and 18 to 18.1 herein.
 - (iv) The obligation of the Purchaser(s) / acquirers of residential flats in the building, to pay amounts on actuals (as applicable) on demand by the Builders/ Promoters provided in clause 17 (i) to 17 (ix) and 18 to 18.1 herein.
32. The Flat Purchaser/s hereby agrees, undertake/s and covenant/s with the Promoters that neither he / she / they, nor the said Association / Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Flat Purchaser/s and the said Association or said common organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same. Irrespective of disputes, if any, arising between the Promoters and the Flat Purchaser/s and/or the said Association / Common Organisation, all amounts, contributions and deposits including amounts

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

33. The Flat Purchaser/s shall sign all papers and documents and do all other things that the Promoters may require it to do from time to time in this behalf including for safeguarding the interests of the Promoters and holders of other flats premises / parking spaces / hoarding space, etc. in said building on the said Property without affecting the rights of the Flat Purchaser/s.
34. The Purchaser(s) shall also pay to the Promoters his/her/their proportionate share of the stamp duty and registration charges or transfer charges payable by the said Common Organisation on the Deed/s of Conveyance/ and all other deeds, vesting documents and any other transfer documents writings to be executed for the transfer of the said buildings unto and jointly in favour of the said Common Organisation thereof. The Purchaser(s) undertakes not to withhold the amount payable under this clause due to any reason whatsoever.
35. The Purchaser(s) hereby agrees that in the event if any amount by way of premium or security deposit or fire cess is paid to the MCGM or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of a similar nature becoming payable by the Promoters on actual basis, the same shall be reimbursed by the Purchaser(s) to the Promoters in proportion of the area of the said flat agreed to be acquired by the Purchaser(s) and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser(s).
36. It is further agreed between the Promoters and the Purchaser(s) that at the time of execution of conveyance, vesting documents or any other transfer documents in favour of the said Common Organisation that may be formed by all the Flat Purchaser(s), the Purchaser(s) and/or the said Common Organisation shall reimburse to the Promoters all the deposits, and other refundable deposits paid by the Promoters in respect of the said building.
37. (a) The Purchaser(s) shall alone bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses and other charges incidental in respect of this Agreement or deed of Apartment. The Purchaser(s) shall lodge this Agreement for registration

with the Sub-Registrar of Assurances, within the time limit prescribed by the Registration Act, 1908. The Promoters and or their agents and or their power of attorney holders shall attend such office and admit execution of this Agreement, after the Purchaser(s) inform/s and or intimates them of the particulars and the number under which this Agreement is lodged for registration.

(b) The Purchaser(s) herein and the Purchaser(s) acquirers of flats in the buildings to be constructed on the said property and/or the said Common Organisation only shall bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses in respect of the Deed/s of Conveyance, Vesting Documents or any other transfer documents for transferring the said buildings constructed on said property and land beneath the same either in favour of the said Common Organisation and or legal body as may be formed by all Purchaser(s) of the flat premises in the said building/s and all related deeds, documents and writings, including those mentioned herein, and the Promoters shall not be liable or responsible for payment of the same. The terms of this clause shall be of the essence of this Agreement, and shall be essential term of this Agreement, and non-payment of any of such amounts / sums shall be treated as a serious breach of the agreement, undertaking and covenant by the Purchaser(s).

38. The Purchaser(s) undertakes that in the event of any Service Tax, Works Contract Tax, Value Added Tax (VAT), Goods and Service Tax etc and any other imposts/impositions are levied or leviable in future by the Central Government or State Government or Semi Government or any statutory authorities or bodies in respect of the Agreement For Sale and/or the purchase price and consideration payable under the said Agreement and/or in respect of the said premises, then in such event, Flat Purchaser/s undertakes that within 10 (Ten) days of a written demand made on them by Promoter(s), he / she / they shall pay such amount of service tax / VAT / GST/ imposts / impositions or tax or by whatever name it shall be called with interest (as the case may be) in addition to the installment of the purchase price, without any delay or demur and further covenants to indemnify and keep the Promoter fully indemnified in respect of the non-payment or delayed payment thereof. The Purchaser(s) further undertakes that he/ she/ they shall not withhold the above payment of service tax, VAT, GST or any taxes for any reason whatsoever. The terms of this clause shall be of the

essence of this Agreement, and shall be essential term of this Agreement, and non- payment of any of such amounts / sums shall be treated as a serious breach of the agreement, undertaking and covenant by the Purchaser(s).

39. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
40. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Flat Purchaser/s and supersedes, cancels and merges:
 - 40.1 All Agreement, negotiations, commitments writings between the Flat Purchaser/s/ and Promoters prior to the date of execution of this Agreement;
 - 40.2 All the representations, warranties, commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium;
 - 40.3 The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and /or compliance thereof other than expressly agreed by the Promoters under this Agreement.
41. The Flat Purchaser/s shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoters the serial number under which the same is lodged for registration and thereafter the Promoters shall within the time limit prescribed by the Registration Act, 1908 attend such office and admit the execution thereof.
42. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Flat Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Flat Purchaser/s under Certificate of Posting or registered Post

Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Flat Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters) :

502, PLOT No.41, GAURI PRIYA,

SECTOR – 19, KHARGHAR,

NAVI MUMBAI - 410210

Or

damandamz@gmail.com / ysanju@gmail.com if sent by e – mail.

43. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and RERA and the rules and regulations made thereunder. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.
44. The Stamp Duty and Registration charges payable on this agreement as also proportionate stamp duty and registration charges on vesting documents shall be borne and paid by the Flat Purchaser/s alone.
45. The Agreement shall be subject to exclusive jurisdiction of Courts at Mumbai.
46. The said Premises shall be held by the Flat Purchasers jointly in following proportionate share:

Name	Percentage
MRS. DAMAN SANJAY YADAV	50%
MR. SANJAY RAMKANWAR YADAV	50%
Total	100%

47. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED	AAACB9795N
MRS. DAMAN SANJAY YADAV	BDJPS5723F
MR. SANJAY RAMKANWAR YADAV	AARPY9039J

IN WITNESS WHEREOF the parties hereto have hereunto and on the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No.5 of Industrial Sub-Division of Survey No.1 and 2 and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) situated lying and being at Kurla (West), Mumbai and bounded as under:

On or towards the North : By 33" Wide Road leading to Raheja Vihar;
On or towards the South : By 33" Wide Road leading to the said property;
On or towards the East : By Plot No.46/6;
On or towards the West : By Plot No.46/4.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. **404**, admeasuring **108.12** square meters' carpet area (as per the definition of the term "**carpet area**" under Section 2 (k) of RERA) on the **4th Floor** of the building to be known as "**SAHIL EXOTICA**" under construction on the said Property more particularly described in the **FIRST SCHEDULE** hereinabove written.

However, the carpet area of the said premises in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCR) is reflected as **101.09** square meters;

THE THIRD SCHEDULE ABOVE REFERRED TO

(Nature, extent and description of common areas and facilities)

A. External Amenities

- Grand Entrance to the Complex
- Double Height Exclusive Entrance Lobby with to the building
- Adequate light panels in common area.
- Security Cabin for Security Guards at the main entrance with intercom connection.
- Acrylic weatherproof external grade paints of reputed company on the exterior surface of the building.
- Intercom connection in all flats
- Well decorated lobbies on all floors.
- Well planned internal layout with adequate lighting arrangement in compound premises.
- Landscaped surroundings and paved compound.
- Servant Toilet on every mezzanine floor.
- Adequate car parking facility on the ground floor level.
- Terrace with Seating area and access to Swimming Pool.

SIGNED AND DELIVERED)
By the withinnamed Promoters)
BOMBAY CONSTRUCTION AND)
INFRAPROJECTS PVT. LTD.)
through the hands of its duly authorized)
MR. KAPIL NAGPAL)
in the presence of ...)

1.

2.

SIGNED AND DELIVERED by)
the withinnamed Flat Purchaser/s)
MRS. DAMAN SANJAY YADAV)
)
)
)
)
)
MR. SANJAY RAMKANWAR YADAV)
in the presence of...)

1.

2.

RECEIPT

RECEIVED of and from the within named Flat Purchaser/s a sum of **Rs.** _____ **/- (Rupees _____ only)** as and by way of earnest money/part consideration after deduction of 1% TDS a sum of **Rs.** _____ **/- (Rupees _____ - only)** to be payable by him/her/them paid to us as within mentioned, the details of which are as under:

(Subject to realization of pay order/cheques enumerated hereunder)

Pay Order / Cheque No. / UTR No.	Date	Drawn on	Amount (Rs.)
		TOTAL	

WE SAY RECEIVED

For, Bombay Construction and Infraprojects Pvt. Ltd.

Authorized signatory

(Kapil Nagpal)

Witnesses:

1.

2.

DATED THIS DAY OF December, 2024

BETWEEN

**Bombay Construction and Infraprojects
Private Limited**

... the Promoters

AND

**MRS. DAMAN SANJAY YADAV
MR.SANJAY RAMKANWAR YADAV**

... the Flat Purchaser

AGREEMENT FOR SALE

***Flat No. 404 on 4th floor in the building known as
"Sahil Exotica"***