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The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The Promoter shall be entitled to deduct the stamp duty, registration fees and other costs incurred by the Promoter before paying such amount to the Allottee/s. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat. The Allottee/s agrees that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days of such notice, failing which the Promoter shall be entitled to terminate this Agreement. The Promoter shall send such notice by Registered Post AD at the address provided by the Allottee/s and /or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter and time of 15 days shall be deemed to have



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commenced from the day immediate after dispatching or emailing of such notice as the case may be.



Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Alloftee/s to the Promoter.

19. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as are set out in ANNEXURE - "G" and ANNEXURE - "H", is annexed hereto.

20. Commencing 15 days after notice in writing is given by the Promoter to Allottee/s that the said Flat is ready for use and occupation, the Allottee/s shall become liable to pay all outgoings in respect of the same, irrespective of whether the possession of the Flat is taken or not in accordance with this Agreement, the Allottee/s as and when called upon by the Promoter, shall be liable to bear and pay a lumpsum amount towards the proportionate share (i.e. in proportion to the area of the flat owned and held) of outgoings in respect of the said property and building/s including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / land/building/s. The Purchaser/s alone shall be responsible and liable for payment of GST on such amount. Until the Full Occupation Certificate is received and management of the new building is transferred and handed over to the said Society, the



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Promoter shall use the amounts for the outgoing as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / society/Company, as the case may be, any additional amount demanded over and above the aforesaid amount towards the outgoing, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter, of such nature shall not carry any interest and remain with the Promoter till the Full Occupation Certificate is received and thereafter the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the Society subject to deductions to be made, if any.

21. The Allottee/s is aware that the Building and the common areas and amenities in the said Building including Fitness Centre, Indoor Games, Jogging Track, Community Hall and Terrace Garden and society office which shall be maintained and managed by the Promoter/ Facility Management Company (FMC) until the management is handed over to the said Society. The Allottee/s alongwith the other Allottee/s of the Flat shall be entitled to avail of the services provided or arranged by or through the Promoter at a cost or charges that may be fixed by the Promoter. All common costs, charges and expenses that may be claimed by the Promoter and/or FMC shall be to the account of and borne by the Allottee/s of the Flat in the said Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoter and/or FMC which determination shall be binding on the Allottee/s.

**22. COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES:**

- a. The Promoter shall make available the Common Areas and Amenities as set out in ANNEXURE- "G" hereunder written.
- b. Restricted Areas and Amenities



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23. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the Flat, shall pay to the Promoter, sums of money in addition to any other amounts mentioned herein which are exclusive of taxes and other charges as follows to this agreement:

Carpet	435
Share money	1,000
Maintenance	41,760
Water and electricity charges	10,000
Gas connection charges	10,000
Society formation charges	10,000
Development Charges	74,698
<b>Gross Total</b>	<b>147,458</b>
Total With 18% Gst	26,542
<b>Total</b>	<b>174,000</b>

Aforesaid are the amounts to be paid by Allottee to Promoter or the said society on completion of the Project, the Promoter or the said Society shall be solely responsible for the maintenance, management, supervision and over all control of all the common areas and facilities of the project, or any part or portion thereof including society office and correspondingly, shall be entitled to receive and collect the pro-rata share of each holder of the said flat and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of the said flat towards the cost of maintenance, management and supervision of the project or any part or portion thereof shall be determined by the said Society.



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All the above payments shall be paid by the purchaser to the Promoter within a period of 7 (Seven) days from the date of notice of such payment and in any event before possession of the said Flat is handed over to the Purchaser/s. It is further agreed that the Purchaser/s will be liable to pay interest @ 18% p.a. or as otherwise demanded by the Society for any delay in payment of such amounts. The Allottee herein shall be admitted as member of the said society, only on full compliance of the aforesaid terms. Due compliance of rules, regulations and bye-laws of the said society, by the purchaser herein shall be the essence of this contract.

24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received. The Promoter shall utilize the sum of **Rs. 1,74,000 /- (Rupees One Lac Seventy-Four Thousand only)** as mentioned in Clause 24 (1) paid by Allottee/s for meeting all costs, charges and expenses stated above and also in connection with any other documents of transfer.

The Advocates and Solicitors of the Promoters shall prepare the documents of transfer of the building if any and all other documents to be executed in pursuance of these presents. The Allottee/s shall pay stamp duty and registration charges payable, if any, on the Conveyance, or any document or instrument of transfer in respect of the said new building to be constructed in favour of the society. The Promoter shall not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

25. The Promoter shall provide bare shell room for fitness centre, Indoor Games and society office. The parties hereto agree that the Promoter shall not be responsible and/or liable in connection with



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any deficiency or the performance or performance of the services or otherwise provided to the Allottee/s.

26. Agreed further that the permission given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
27. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the Flat agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
28. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Flat etc. under this agreement.
29. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the Flat, and allot exclusive user of Flat No. B/901 in the new proposed building on the said property for residential user or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Flat under this Agreement. The Allottee/s shall not object to and hereby give his/its permission to the Promoter allotting, selling or otherwise dealing with parking spaces, and such allotment sale etc. shall be binding on the Allottee/s.
30. The Promoter shall endeavor to hand over possession of the said Flat to the Allottee on or before 13/12/2027 subject to what is otherwise stated in clause 31 below herein i.e. Force Majeure events. If the Promoter fails and neglects to handover possession of the said Flat



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on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 6 months the amount received by him in respect of the said Flat along with annual interest at the SBI lending (MCLR) rate plus 2% interest from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest thereon as aforesaid and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest as aforesaid payable on the amounts refundable to the Allottee shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said Flat and other areas as the Promoter may deem fit.

31. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat, as stated hereinabove, if the completion of the said building in which the said flat is situated is delayed on account of the following but not because of an act on the part of the Promoter,

- (i) War, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, civil commotion or act of God;



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- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

And that the Allottee/s hereby agree/s to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

32. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building on expiry of 15 days from the date of possession in respect of the said flat. The common expenses in respect of the said Property shall be shared by the Allottee/s of flats of the said building in proportion of their respective area.

33. The Allottee/s shall take possession and/or be deemed to have taken possession of the said Flat within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation. Provided that if within a period of 5 (five) years from the date of handing over of the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat or the said building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat or any part thereof in the said Flat and/or the said new building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.



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34. The Allottee shall use the said flat and/or any part thereof or permit the same to be used only for the purpose of residence.
35. The Allottee/s shall have no objection with respect to usage of the open space in front of the Allottee/s of the respective Flat. The same shall be maintained by the prospective Allottee/s.
36. The Promoters have agreed to provide in the said Flat the amenities as per list annexed hereto as **ANNEXURE "H"**. The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not **charging any additional amount** for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto.
37. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.
38. The Allottee alongwith other allottee(s) of flats in the building shall become members of the society and for this purpose also from time to time, sign and execute, the application for registration and/or membership and the other papers and documents necessary for becoming a member, and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to help Allottee become a member of the said society. No Objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, **as the case may be, or any other Competent Authority.**
39. The Promoter shall (subject to his right to dispose of the remaining flats, if any) execute the conveyance of the said new building i.e. **SOHAM HEIGHTS** in favour of Charkop Gajanan Co-operative



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Housing Society within 30 months receipt of Occupation Certificate or as per the relevant provisions of RERA and other applicable laws as may be prescribed from time to time.

40. It is clarified agreed, understood and confirmed by and between the parties hereto that the unsold Flat including car parking spaces in the said building shall at all times, including after the Full Occupation Certificate, be and remain the absolute property of the Promoter, and the Promoter shall become member of the said Society, and the Promoter 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 Allottee/s herein, nor the said Society, shall object to or dispute the same. The Allottee/s herein further agree/s that the Promoter, on intimating the said Society, the name or names of the Allottee/s or acquirer/s of such unsold Flat, etc. and the said Society shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, as the case may be, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the said Society/, save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Flat directly to the Authority. It is clarified that the Promoter shall not be liable to pay any other amounts in respect of the unsold Flat adequate provisions for the above shall be made in the said documents of transfer.



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41. All costs, charges and expenses in connection with the conveyance of the new Building i.e. **SOHAM HEIGHTS** to be executed in favour of the said Charkop Gajanan Co-operative Housing Society Limited, including, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents, shall be borne and paid by the said Society and/or proportionately by all the Allottee/s in the said Building and existing members of the said Society. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.

42. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) The Promoters hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the said new building on the said Property;
- (b) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the newly constructed building is transferred. The Promoter shall be entitled to use any extra F.S.I. or constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter chooses. The Allottee/s shall not be entitled to raise any



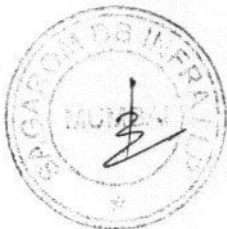
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objection or claim any abatement in price of the Flat agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property and the entire increased and extra F.S.I. 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, the proposed D. C. Regulation (2034), Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make extra construction on the said property by utilising such Development Rights 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 Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor said Society, shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (d) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the Promoter on various aforesaid occasions, upto the date of receipt of full Occupation Certificate of the said new



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building as stated in herein above whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of extra floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such extra floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the Deed of Conveyance of the new building is executed and registered.

- (e) The lift machine room shall be located on the common terrace above the topmost floor of the said building and water tank in the Underground and overhead of the said building. The said common terrace is agreed to be left open to the sky (save and except water storage tanks) for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this clause. The Allottee/s shall not 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 due to height restriction from civil aviation, the Promoter may suggest machine less elevators and hydro pneumatic water system.
- (f) All such new and additional tenements, units, Flat, buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the said Society, shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any



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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,;



Upto the date of receipt of full Occupation Certificate, the Promoter shall be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even post receipt of full Occupation Certificate. Such addition, structures, or floors, shall be the property of the Promoter, and the Promoter shall be entitled to deal with, dispose of the same in any manner as the Promoter may deem fit without adversely affecting the Flat of the Allottee/s even after transfer of the said new building.

- (h) The Promoter shall subject to the terms of the aforesaid Development Agreement be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The building, is completed earlier then the scheduled time of completion mentioned herein under, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any



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F.S.I. which may be available on the said Property or any part thereof as set out in the Schedule hereunder written or till the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and Allottees of Flat are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to convey the building in favour of the said Society..

- (j) The Promoter shall be entitled to amalgamate the said plot of land/ property with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith, by following due process of law.;
- (k) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and affecting 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;
- (l) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their Flat on account of the construction of additional floor/s and/or any other



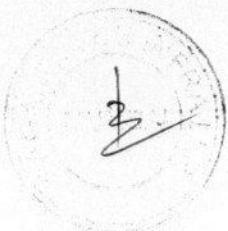
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building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.

The Promoter shall be entitled to grant any right of way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be constructed by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.

- (n) The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance in favour of the said Society. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or



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removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or said Society/, shall not raise any objection thereto.

- (o) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain maintenance services in the said new building shall maintain the new building until such time as the Promoter conveys the building to the said Society. Provided that thereafter the said Society, shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (p) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Flat and the said building secured in all ways. The Allottee/s hereby agree/s and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the Flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Flat hereby agreed to be purchased by the Allottee/s.
- (q) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.



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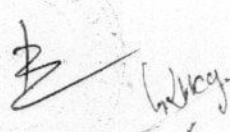
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43. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the said Society or of any appropriate authority, required, if any, in case of waterproofing of the entire floor of the said Flat to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Flat and that plans and details for interior work should be submitted to the Promoter and/or the said Society, for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the said Society.

44. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM, MHADA or to the State Government or any other competent authority or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

45. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the



  
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MHADA/MCGM Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.

46. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or MCGM/MHADA or Metropolitan Commissioner or any other authority for execution of conveyance of the said new building in favour of the said society is the responsibility of the Allottee/s.
47. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoter's title to the said property and the Promoter's title to the develop the said Property prior to the execution of this Agreement and the Allottee/s doth hereby accept/s the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage; and agrees, declares and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.
48. The Promoter shall pay all outgoing (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof.



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49. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows: -

- i. The Promoter is entitled to development rights with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the plot of land/ said property or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, plot of land/said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, plot of land/said property and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, plot of land/said property, Building/wing and common areas;
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;



*W. H. H. H.*

*W. H. H. H.*



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- vii. The Promoter has 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 plot of land/said property, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of hand over of management to the said Charkop Gajanan Co-operative Housing Society Limited, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society;
- x. The Promoter has duly paid and shall 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;
- 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 property) have been received or served upon the Promoter in respect of the plot of land/said property and/or the project except those disclosed in the title report.

50. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoter as follows:

- a. To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which



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- may be against the rules, regulations or bye-laws or concerned local authority or change/alter or make addition in or to the said Flat itself or any part thereof;
- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building 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 be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;
  - c. To carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
  - d. Not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;



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- Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC. Partis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said society and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the society for the same;
- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said Building;
- h. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or podium of the said building and/or in the compound of the said building by any of the apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the allottees/apartment holders of the Flat in the said building to install equipment's such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the parking of the said building



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and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

- i. The refuge area adjoining to lobby / staircase / Flat (hereinafter referred to as "the Refuge Area"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the apartment Allottee Society. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- j. The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions.
- k. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- l. 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 Flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- m. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and



*Signature*

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conditions of this Agreement and until the Allottee/s have intimated in writing to the Promoter;

The Allottee/s shall observe and perform all the rules and regulations which the / Society, 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 property and new building, the said Building and the said Flat 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society/, regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- o. Till the handover of management of the property to the Society, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said property and the said Building or any.
- p. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of Flat/parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- q. The Allottee/s shall insure and keep insured the said flats, against loss or damage by fire of any other calamities for the full value thereof.
- r. The Allottee/s agree/s that his/her/their/its interest in the said property and the said building is impartible and

