

THIS AGREEMENT made at Mumbai
this ____ day of _____, 201__.

BETWEEN

AUGUST LAND DEVELOPERS PVT. LTD. a company duly incorporated under the Companies Act, 1956, having its registered office at: A-5, "Everest", Tardeo Premises Co-Op. Tardeo Road, Tardeo, Mumbai – 400034, hereinafter referred to as the "**Owner**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their permitted successors and assigns) of the **First Part**;

AND

TATA HOUSING DEVELOPMENT COMPANY LIMITED, a Company incorporated under the provisions of the Indian Companies Act, 1913, and an existing company under the Companies Act, 1956, having its registered office at Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West) Mumbai –400 013, (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) hereinafter referred to as "**the Promoter**" of the **Second Part**,

AND

MR./MS. _____, Indian Inhabitant/s, residing at _____ / _____, a company registered or deemed to be registered in India under the Companies Act, 1956, and having its registered office at _____ / _____, a partnership firm registered under the Indian Partnership Act, 1932/Limited Liability Partnership Act 2008, and having its registered office at _____ / _____, a public charitable trust registered under the Bombay Public Trusts Act, 1950, and having its registered office at _____, hereinafter referred to as "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the **Third Part**.

WHEREAS:

- A. The Owner is absolutely seized and possessed of all those pieces and parcels of non-agricultural land or ground bearing land bearing new Survey No. 27/2(Part) admeasuring 80 Ares and new Survey No.27/9 (part) admeasuring 1 Hectare 74.50 Ares in all aggregating to 2 Hectares 54.5 Ares situate at village Undri Taluka Havelli and District Pune hereinafter collectively referred to as the "**the said land**" and all compositely described in First Schedule hereunder
- B. The Owner being desirous of developing the said land, by having constructed buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial, and/or any other authorised user, together with provision of garages and parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, at the risk and responsibility of and as desired or directed by the Promoter, the Owner have by and under a Development Agreement dated 23/10/2009, executed between the Owner and the Promoter, agreed with the Promoter for developing the said lands described in the First Schedule hereunder written, in the manner and on the terms, conditions, stipulations and provisions therein contained (hereinafter referred to as "**the said Agreement**").
- C. The Owner have in addition to the said Agreement have also executed a Power of Attorney dated 23/10/2009 in favour of the Promoter.
- D. Under the said Agreement, the Owner has authorised and permitted the Promoter to sell and transfer on ownership basis, flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Promoter at its own cost on the said lands, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same.
- E. Under the said Agreement the developer [the Promoter herein] has agreed with the Owners that the Owner and its beneficiaries shall have perpetual right of way, access and approach through the separate roads passing through the Property as delineated in on the plan marked and annexed as Annexure "D" without any hindrance, interruption or interference of the Promoter or prospective Purchasers of premises/flats and the same shall be binding upon the Purchaser herein and the said Organisation (as defined hereunder), however, the road delineated on plan shall be used by Owner or its assignees/ beneficiaries for the Pathway, Light Motor Vehicles, Two / Three Wheelers Vehicles only.
- F. The said Agreement also inter alia provides that on completion of development of the said lands or portions thereof from time to time, the Promoter alone will be entitled to hand over possession of the various flats, apartments, tenements, units, premises constructed/provided thereon to the purchasers/ transferees thereof.
- G. Pursuant to the right and authority given to it by the Owner under the said Agreement as aforesaid, the Promoter is developing the said lands in a phased manner.
- H. The Promoter are developing a residential- complex proposed to be known as "**INORA PARK**" (hereinafter referred to as "**the said complex**") consisting of various residential buildings (hereinafter collectively referred to as "**the said new buildings**").
- I. The Promoter has entered into a standard agreement with its Architect, (hereinafter referred to as "**the Architect**"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said new buildings, and the

Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said new buildings

- J. The Owner & Promoter have got approved and sanctioned from the concerned local authority, being the NA Order of Additional Collector, Pune vide Order No. _____ dated _____ and revised order of said Additional Collector, Pune being Sanction letter No. _____ dated _____, the said NA orders are collectively, annexed hereto and marked as **Annexure "A"** and the said Additional Collector, Pune is hereinafter referred to as "**the said local authority**" while approving and sanctioning the plans, designs, specifications, elevations, sections and details of the said new buildings, the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and constructing the said new buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said new buildings will be granted by the said local authority. The Promoter has under its said obligation, commenced construction of the said new buildings in accordance with the said plans, designs and specifications.
- K. The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s, of all the documents of title relating to the said land described in the First Schedule hereunder written, the plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**the said Act**") and the Rules made there under.
- L. Copies of the Certificate of Title issued by Advocates and Solicitors of the Promoter, and the relevant Village Forms No. 7/12 showing the nature of the title of the Owner to the said lands described in the First Schedule hereunder written on which the said new buildings are being constructed, and of the plan of the Flat agreed to be hereby purchased by the Purchaser/s which is approved by the said local authority, are annexed hereto and collectively marked as **Annexure "B"**
- M. The Purchaser/s has/have applied to the Promoter for allotment to the Purchaser/s of Flat No. _____ (consisting of _____) / _____ on the _____ floor (hereinafter referred to as "**the said Flat**") in the Building/Block No. _____ (hereinafter referred to as "**the said building**").
- N. Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- O. On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. _____ /-(Rupees _____ only), being part payment of the consideration payable hereunder as earnest money (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser/s has/have agreed and undertaken to pay to the Promoter the balance of the agreed sale price in the manner hereinafter mentioned.
- O. Under Section 4 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Flat, being in fact these presents, and such Agreement is required to be registered under the Registration Act, 1908.
- P. It is clearly agreed and understood by and between the parties that the Owner has agreed to join in and execute this Agreement as a formal party.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall at its own cost and responsibility, construct the said new buildings on the said land, in accordance with the plans, designs and specifications approved and sanctioned by the said local authority and which have been seen and approved by the Purchaser/s, with only such alterations, amendments, variations, modifications and/or additions thereto/ therein as the Promoter may consider necessary or as may be required by the Concerned Government/local Authorities to be made in them or any of them.
- 2(a) The Purchaser/s hereby agree/s and undertake/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell and transfer to the Purchaser/s, Flat bearing no. _____ (consisting of _____) / _____) / _____) admeasuring _____ sq. mtr (carpet area equivalent to _____ sq feet carpet area (hereinafter referred to as "**the said Flat**") on the _____ floor of the building/block No. _____ (hereinafter referred to as "**the said building**") as shown in the Floor Plan hereto annexed and marked as **Annexure "C"** for the price of Rs. _____/- (Rupees _____ only), (hereinafter referred to as Sale Value). The Purchaser shall be allotted _____ car park in the covered / still open car parking area for his own use, earmarking of parking number will be done at the time of handing over.

The nature, extent and description of the common areas, amenities and facilities are set out in the **Second Schedule** hereunder written.

Further, the Promoter will construct a Club House on an area admeasuring _____ sq mtr, internal road, Landscape Garden and which shall be constructed in the said complex and use of the same shall be governed by the provisions made hereunder in Clause 10 of this Agreement.

3. On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the consideration payable hereunder as earnest money and the Purchaser/s hereby agree/s and undertake/s to pay to the Promoter the balance amount of the agreed purchase price, being Rs. _____/- (Rupees _____ only), in the following manner:

- (a) Rs. _____ on or before _____;
- (b) Rs. _____ on or before _____;
- (c) Rs. _____ on or before _____;
- (d) Rs. _____ on or before _____;
- (e) Rs. _____ on or before _____;
- (f) Rs. _____ on or before _____;
- (g) Rs. _____ on or before _____;
- (h) Rs. _____ on or before _____;
- (i) Rs. _____ on or before _____;
- (j) Rs. _____ shall be paid within 7 (seven) days of receipt by the Purchaser/s of the Promoter's letter offering possession of the said Flat, irrespective of whether the Purchaser/s take/s possession thereof or not.

The Purchaser/s hereby agrees that, the Purchaser/s shall be responsible and liable to pay both VAT (under Maharashtra Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of flats by the Promoter to the Purchaser. The Purchaser would also be liable to pay interest/ penalty / loss incurred to the Promoter within 7(seven) days of being called upon by the Promoter from the demand made by the Promoter, without assigning any reasons for the same.

The Purchaser/s further agrees to indemnify and keep indemnified the Promoter against the payment of VAT under the Maharashtra Value Added Tax, service tax, interest and penalty, losses cost and consequences which may be incurred or suffered by the Promoter on account of any type of recovery proceedings under Maharashtra Value Added Tax Act, or under the Service Tax law, which may be initiated against the Promoter for construction / sale of said Flat.

It is further agreed by the Purchaser/s that the Purchaser/s shall before obtaining the possession of the said Flat pay the requisite amount of Maharashtra Value Added Tax, service tax if made applicable for construction / sale of said Flat to the Promoter.

In addition to the above, the Purchaser further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of flat by the promoter to the Purchaser.

4. The escalation in Price of the said Flat to the extent of increase by 20% would be absorbed by the Promoter. It is agreed by the parties that any escalation in price of the said Flat over and above 20% shall be added to the cost of the said Flat as per the input price index of construction material, on pro rata basis. The decision of the Promoter in this behalf shall be final, conclusive and binding on the Purchaser.
5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the said local Authority at the time of approving and sanctioning the said plans or thereafter, and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local Authority the Occupation and/or Completion Certificate/s in respect of the said Flat.
6. The Owner and Promoter hereby agree that they shall, before handing over possession of the said Flat to the Purchaser/s, and in any event before execution of the Deed of Conveyance/Transfer of the said land and the said new buildings to be constructed thereon in favour of the said Organisation as defined in clause 15(a) herein, make full and true disclosure of the nature of their title to the said land and the said new buildings as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/party in, to or upon the said land and the said new buildings and shall as far as practicable, ensure that the said land and the said new buildings are free from all encumbrances and that the Owner and the Promoter have an absolute, clear and marketable title to the said land and the said new buildings so as to enable the Owner and the Promoter to convey to the said Organisation, such absolute, clear and marketable title on the execution of the Deed of Con-veyance/Transfer of the said land and the said new buildings by the Owner and the Promoter in favour of said Organisation.
- 6(a) It is expressly clarified, agreed and understood that time shall be of the essence in respect of the payment of each of the installments of the consideration and other amounts, deposits and outgoings payable by the Purchaser/s. Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoings and monthly contributions) shall attract interest at 18% per annum,
- 6(b) It is hereby further expressly clarified, agreed and understood that if for any reason whatsoever, the Purchaser/s delay/s or default/s in paying the interest in respect of any principal amount/s whatsoever payable under this Agreement (payment of which principal amount/s has/have been made after the

due date), then the Purchaser/s shall be liable to pay interest (calculated at the rate and in the manner aforesaid) on the interest in respect of which the Purchaser/s has/have delayed or defaulted in payment.

- 6(c) In addition to the Purchaser/s liability to pay interest as mentioned hereinabove, the Purchaser/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering any amount/s or due/s whatsoever payable by the Promoter under this Agreement.
7. Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment to the Promoter of any of the installments of consideration or any other payments to be made under this Agreement on their respective due dates, and/or in observing and performing any of the terms and conditions thereof, the Promoter shall be entitled at its sole option to cancel and terminate this Agreement, Provided always, that the said right of cancellation and termination shall not be exercised by the Promoter until it has send a written reminder to the Purchaser/s requesting them to make the balance payments, which are due and payable. The Promoter shall issue the reminder after the expiry of every month of default subject to a maximum of 2 (two) months of such default. Thereafter, if the Purchaser/s fails to make the payment as aforesaid the Promoter shall issue a further notice of demand calling upon the Purchaser/s to make the payment within 15 days of the receipt of the notice failing which the allotment/this Agreement shall be deemed to be cancelled and terminated.

In case of such cancellation the Promoter shall deduct administrative charges equivalent to the application money paid by the Purchaser/s at the time of booking along with Application Form and the Purchaser/s shall have no right, title, lien, claims or demands against the said Flat. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of administrative charges as stated hereinabove. In addition to the deduction of the above mentioned administrative charges, the Promoter shall also forfeit the full amount of VAT/service tax collected/payable by the Purchaser/s upto the date of the cancellation. The aforesaid refund shall be payable to the Purchaser/s within a period of 30 days from the date of such cancellation.

Upon the cancellation and termination of this Agreement the Promoter shall be at liberty to sell or otherwise dispose of the said Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, unfettered and absolute discretion think fit and proper and the Purchaser/s herein shall not be entitled to raise any objection or dispute in this regard.

- 8(a) The Purchaser/s cannot transfer the allotment and/or the rights created under this Agreement in favour of a third party for six (6) months from the date of allotment of the said Flat by the Promoter unless approved by the Promoter, who may at its sole discretion permit/confirm the same on payment of transfer charges @ Rs. 50/- per sq. ft, other administrative charges as may be fixed by the Promoter from time to time, submission of inter alia affidavit/undertaking /request for transfer/payment of stamp duty or any other document and on such terms and conditions and guidelines as it may be deemed fit by the Promoter.
- 8(b) On the completion of the six (6) months period from the date of allotment of the said premises and till the formation of the said Organisation, if the Purchaser/s intends to transfer the benefits of this Agreement to any third part/assignee, then in such an event the Purchaser/s shall take prior approval of the Promoter and the Promoter shall charge a transfer fee @ Rs.50/- per sq. ft as administrative charges to the Purchaser/s for transfer of the rights created under this Agreement. The Purchaser/s/ third party/assignee shall execute all the affidavit/undertaking and/or such other writings as it may be deemed fit by the Promoter, such third party/assignee shall be bound by the terms and conditions of these presents.

9. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and in the said building are those that are set out in **Annexure “E”** hereto.

10(a) As provided herein above in Clause 2 (a) of this Agreement, and as expressly agreed by and between the Parties hereunder, the Internal Roads, Landscape Garden, Playground and Club House are intended for the use and benefit of the purchasers and occupants of all the residential flats in the said new buildings.

It is expressly agreed and understood by and between the parties hereto that the Purchaser/s herein and/or the said Organisation of the said complex shall not at any time in perpetuity restrict the use of the Internal Roads to the Owners and or its beneficiaries as mentioned in recital E above. This condition shall always be the essence of this Agreement.

The Club House and the land appurtenant thereto, Landscape Garden Area, shall always remain the property of the Promoter till the said lands are conveyed to the Organisation on the completion of the development of the said lands. The Purchaser/s shall abide by such rules and regulations for use of the Club House and Landscape Garden Area as may from time to time be framed by the Promoter and/or the said Organisation or such supervisory entity, as the case may be.

However the Promoter and/or Organisation shall be entitled to collect from the Purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Club House, Landscape Garden Area.

10(b) **CLUBHOUSE MEMBERSHIP**

The Purchaser/s shall pay Club House Development Charges as per _____. The Purchaser/s shall also pay, Club House membership fee and usage charges as prescribed from time to time and also abide by rules and regulations framed by the Promoter or the respective society/association of Apartment/Flat owner or to the said Organisation or its nominated agency for proper management of the Club House (as the case may be). The club House charges as mentioned herein are non refundable and one time charges.

11. It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s occupiers of the said Flat /residential flats in the said new buildings and is for the exclusive beneficial use of the purchasers/occupiers of the residential flats only and no other persons.

12.(a) The Promoter shall endeavor to give possession of the said Flat to Purchaser/s on or before _____ and subject to provisions of sub-clause (b), (c), (d) and (e) also force majeure circumstances and reasons beyond the control of Promoter (**Date of Possession**).

(b) In the event, possession of the said Flat is delayed beyond the date as agreed hereinabove inter alia for any reason mentioned, then the Promoter shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of the said Flat.

(c) The Project may not have the infrastructure in place as on the date of booking or at handing over of possession, as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of Promoter, therefore, Purchaser/s shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Flat in the Project.

(d) The Promoter shall, after receipt of occupation certificate or any other certificate required for occupation of the said Flat, intimate the Purchaser/s in writing that the said Flat is ready for the occupation (“Intimation”). The Purchaser/s shall within 20 days from the Intimation make payment of the full amount due and payable for the said Flat as per the terms of this Agreement. Upon receipt of all amounts due and payable from the Purchaser/s as aforesaid, the Promoter shall inform the

Purchaser/s in writing, thereby offering/inviting the Purchaser/s to take over possession of the said Flat ("Offer of Possession"). The Purchaser/s shall within a period of 45 days from the date of Offer of Possession, complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Promoter may prescribe and complete the inspection of the said Flat. The Purchaser/s shall give at least 7 days prior intimation to the Promoter informing his intent to come for possession formalities. The Purchaser/s shall at the time of inspection take over the physical possession of the said Flat, however, in the event, any snags recorded during the inspection, the Promoter shall reasonably address the same within a period of 30 days, provided such observations are notified to the Promoter on the same day of inspection by the Purchaser/s and upon completion of 30 days, the Purchaser/s shall take over the possession of the said Flat, which shall be deemed to be the Date of Possession, irrespective whether the Purchaser/s has taken possession or otherwise.

- (e) In the event the Purchaser/s fails to take over the possession of the said Flat as mentioned hereinabove, then the same shall lie at his/ her/ their/its risk and cost and Purchaser/s shall be liable to pay 1.25 times of the maintenance charges from Offer of Possession till the Purchaser/s actually take the possession of the said Flat. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the Purchaser/s under this Agreement. The aforesaid 1.25 times of the maintenance charges interalia includes any cost towards the maintenance of the said Flat.
- (f) If the Promoter fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond the control of the Promoter and its agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat (but excluding the amount of interest paid by the Purchaser/s for delayed payment of any installment or other payments), with simple interest at 9% (nine percent) per annum, from the date/s the Promoter received the amounts till the date the amounts and interest thereon are repaid. The Purchaser shall not be entitled to the any Damages of whatsoever nature.

The Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat /s after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:

- (a) Non-availability of steel, cement, other building materials, water or electric supply;
 - (b) War, civil commotion or act of God;
 - (c) Any legislation, ordinance, notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
 - (d) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Promoter, including strikes or other agitation by the workers, employees or labourers of the Promoter or the contractors or suppliers; and/or
 - (e) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required in respect of the said building, by the said local authority or any other concerned authority.
13. Within a period of 3 (three) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter, any defect in the said Flat or the said building in which the said Flat is situated, or the materials used therein, or any unauthorised change in the construction of the said building, then wherever possible such defects or unauthorised changes shall

be rectified by the Promoter at its own cost, and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

14. The Purchaser/s shall use the said Flat or permit the same to be used only for residential purposes,
- 15(a) The Purchaser/s along with the other purchasers/ transferees of flats, units, premises in the said new buildings), shall join in forming and registering a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960, or a Condominium under the Maharashtra Apartment Ownership Act, 1970, or a Limited Company under the Companies Act, 1956, Apex Society and/or Federation as the Promoter may decide in its sole, absolute and unfettered discretion (hereinbefore and hereinafter referred to as "**the said Organisation**"), to be known by such name as the Promoter may decide in its sole, absolute and unfettered discretion (which name shall not be changed by the Purchaser/s or the said Organisation without the prior written permission of the Promoter), and for this purpose, from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the said Organisation, and for becoming a member thereof, and to duly fill in, sign and return the same to the Promoter within fifteen days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No dispute or objection shall be raised by the Purchaser/s if any changes, alterations, amendments, modifications, additions and/or deletions 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 by any other Competent Authority. Provided that if the Owner and the Promoter submit the said land and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970 (which the Owner and the Promoter shall be at liberty to do), then a Co-operative Society or a Limited Company shall not be formed but a Condo-minium shall be formed as per the provisions of that Act.
- (b) The said Organisation shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Purchaser/s shall vote in favour of such resolutions.
- 16(a) Upon the construction of the said complex being completed in all respects as envisaged by the Owner and the Promoter and upon the Promoter selling/transferring/allotting all the flats, units, premises constructed/provided in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all the Agreements for Sale executed with all the purchasers/ transferees of all the flats, units, premises in the said complex, the Owner and the Promoter shall transfer to the said Organisation (if a co-operative society or a limited company is formed), all its right, title and interest in the said land, and the Promoter shall transfer the said new buildings to the same, by executing the necessary Deed of Conveyance/Transfer of the said land (or to the extent as may be permitted by the concerned authorities) and the said new buildings in favour of the said Organisation. Such Deed of Conveyance/ Transfer shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement, and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions as may be decided and determined by the Owner and the Promoter in their sole, absolute and unfettered discretion.

It is expressly agreed by and between the parties hereto that in the event the Purchaser/said Organisation intends to demarcate the said land, all cost and expenses incurred on the same shall be solely borne by the Purchaser/said Organisation/ (as the case may be).

- (b) It is hereby expressly clarified, agreed and understood that neither the Purchaser/s nor the said Organisation shall raise any objection or dispute, and/or claim any compensation, if the area permitted to be conveyed/ transferred by the authorities is at variance with or is less than the area of the said land as shown in the First Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said land being handed over and trans-ferred to the said local authority and/or other Government/ Local bodies or authorities, or any other reason whatsoever.
- (c) The Owner and the Promoter have also informed the Purchaser/s that in the event of the Owner and the Promoter submitting the said land and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970, and consequently, forming a Condominium as per the provisions of that Act, the Owner and the Promoter shall not be required to execute the Deed of Conveyance/Transfer in favour of the said Organisation as mentioned in sub-clause (a) of this clause, but they shall execute the necessary Declaration, and the Deed/s of Apartment in favour of the Purchaser/s as per the provisions of that Act, and in such an event, all the other terms, conditions and provisions herein which apply/relate to such Deed of Conveyance/Transfer, shall also apply/relate to such Declaration and Deed/s of Apartment, to the extent the same are applicable.
17. From the date of Offer of Possession, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of all the outgoing in respect of the said land and the said new buildings, including repairs to the exterior and interior of the said new buildings (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said land and the said new buildings, as set out in **Annexure "F"** hereto. Until the said Organisation is formed and registered and the said land and the said new buildings are transferred to it as aforesaid, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoing as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution of Rs. _____/- (Rupees _____ only) per month payable in advance on a yearly basis towards the outgoing, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till the formation of the said Organisation and handover of the accounts to such an Organisation. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution on yearly basis on the 5th (fifth) day of each twelve month period in advance.

It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or said Organisation shall be liable to bear and pay to the Promoter the proportionate share of all the outgoing in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House till the completion of the development of the said land.

18. The Promoter will be entitled to the proportionate refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises, if the Promoter has paid the same in respect of the flats, units, premises and/or parking spaces which are not sold and disposed off.

- 19(a) The Purchaser/s shall on or before delivery of possession of the said Flat, keep deposited with the Promoter the following amounts:

Sr.	Particulars of Deposits	AMOUNT(Rs.)
1.	Deposit for Expenses and outgoings as provided in Clause 17 above.	
2.	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Deed of Conveyance/Transfer in favour of the said Organisation, or the Declaration and Deed/s of Apartment.	
3.	Deposit for stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said land and the said new buildings in favour of the said Organisation, or in case a Condominium is formed, the stamp duty and registration fees payable in respect of the Declaration and Deed/s of Apartment and other related/incidental instruments and documents.	
4.	Share money & application/entrance fee for membership of the said Organisation.	
5.	Consultant's/Retainer's fees and charges and other Costs and expenses payable for finalization of the Property tax etc of the said Land.	
6.	Security deposit and connection charges for water connection payable to the Gram Panchayat/ Zilla Parishad / concerned Authority	
7.	Security deposit for electrical meter Charges payable to _____	
8.	Charges/Taxes towards betterment / development of premises including amenities, etc.	
	TOTAL Rs.	

- (b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser/s shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoter's written intimation in this regard.
- (c) The Promoter shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Purchaser/s under this clause shall not carry any interest, and shall remain with the Promoter until the Deed of Conveyance/Transfer is executed in favour of the said Organisation as aforesaid or in the case of Condominium the same shall remain with the Promoter until the Declaration in respect of the said building/block No. _____ is executed and registered and Deeds of Apartment in respect of the said Flat is executed and registered. On such Deed of Conveyance/Transfer in favour of the said Organisation or the Declaration and Deeds of Apartment in case of Condominium being executed and registered the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Organisation /Condominium. The Promoter shall render the account of such deposits except as mentioned in clause 20 below to the said Organisation/ Condominium only and not individually to the Purchaser/s at any time. It is expressly clarified, agreed and understood between the parties hereto that the Promoter shall be entitled to retain 30% from the deposit collected under clause 19(a) (1) hereinabove as a security for the payment of the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House till the completion of the

- development of the said lands. The aforesaid 30% of the deposit which is retained by the Promoter shall be handed over to the said Organisation only on the completion of the development of the said lands.
- (d) The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as deposits, sums received on account of the share capital for the promotion of the said Organisation and towards the outgoings.
- (e) It is hereby expressly clarified, agreed and understood that the deposit towards expenses and outgoings as mentioned in clause 19(a) (1) above shall be 12 months' refundable provisional monthly contribution irrespective of the provisional monthly contribution as per clause 17 above. The said amount shall be handed over to said Organization when formed. In the event the Purchaser/s make/s default in paying the monthly contribution, the same alongwith interest will be adjusted against the above amount and the balance thereof shall be handed over to said lands when formed.
- 20(a) The Promoter shall utilise the amount as mentioned in clause 19 (a) (2) paid by the Purchaser/s to the Promoter, for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Promoter in connection with the formation and registration of the said Organisation, preparing the rules, regulations and bye-laws of the Society, or the Memorandum and Articles of Association of the Limited Company, or the Declaration and Deeds of Apartment for the Condominium (as the case may be) and the cost of preparing and engrossing this Agreement and the Deed of Conveyance/Transfer and all other deeds, documents, papers, writings and instruments as may be required or necessary. In respect of the above the Promoter shall not be liable to render any account to the Purchaser/s and the above amount will be treated as non-refundable charges paid to the Promoter for the aforesaid purposes.
- (b) The Promoter shall utilise the amount as mentioned in clause 19(a) (5) paid by the Purchaser/s to the Promoter, for payment of all consultation fees/charges and other costs and expenses payable in connection with the assessment of the said land and the said new buildings for property taxes purposes and its finalisation.
- (c) The promoter shall not be liable to maintain and/or render any account of the non-refundable charges in respect of Sr. No2, 3, 5 6 and 7 of clause 19(a) as above to the Purchaser/s and/or the said Organization. These amounts have been worked out on the basis of the requirements and will be treated as non-refundable charges paid to the Promoter for the purpose as mentioned above. The Purchaser/s confirm/s that the above amounts are acceptable to them and he/she/it/they waive their right/s to query use of these amounts and/or any increase thereto in future.
- (d) The amounts mentioned in clause 19(a) shall not carry any interest, and shall remain with the Promoter till such time that the abovementioned expenses are incurred and/or to pay the same from time to time and/or abovementioned amounts are adjusted towards the expenses already incurred, as the case may be subject to clause 19(b) and (c) above.
21. The Promoter shall in respect of any amount whatsoever (including outgoings and deposits) liable to be paid by the Purchaser/s to the Promoter under or by virtue of this Agreement, have a first lien and charge on the said Flat as long as the same shall remain unpaid.
- 22(a) The Purchaser/s shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages/corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Station, save and except the right of user thereof hereby expressly given to the Purchaser/s in respect thereof and all such common areas, amenities and facilities shall remain the property of the Promoter until the Deed of Conveyance/ Transfer is executed in favour of the said Organisation as mentioned herein.

- (b) The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Station shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organisation.
- (c) The Purchaser/s shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser/s shall not commit any nuisance or do anything which may cause disturbance or annoyance to the owner/ occupants of the said new buildings.
23. It is clearly agreed and understood by and between the Parties that the Purchaser/s shall not have a right to claim any interest in the balance FSI/TDR available for utilisation of the said land. It is hereby expressly agreed that, if at any time in future, the said land becomes entitled to avail of any increased/additional FSI/TDR, in any manner whatsoever, the Promoter shall be entitled to utilize the same by constructing additional floors on the said new buildings, or elsewhere and/or by constructing one or more residential /commercial /other buildings on the said land, as they may deem fit, and the Purchaser/s shall be deemed to have granted his/her/their consent to such additional construction by executing this Agreement.
24. The Purchaser/s hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Promoter for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the said new buildings and to put up additional construction thereon. The Purchaser/s hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Promoter in this regard, as may be required by the Promoter in this regard from time to time.
25. The Purchaser/s shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the said Flat, or to make any other structural additions/alterations of a permanent nature therein, without prior permission from the Promoter and the said local authority and therefore, the Purchaser/s hereby agree/s, undertake/s, covenant/s and confirm/s that he/she/they/ it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract.

In the event the Purchaser/s desire to install /fix grills on the windows or doors the same shall be done only through the Contractor appointed by the Promoter and/or only as per the design and specifications of the Promoter.

- 26(a) The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that:
- (i) The Promoter has an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Banks has granted a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;
- (ii) The title deeds relating to the said land have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoter under the said line of credit arrangement; and

- (iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Flat from the aforesaid security created in their favour.
- (b) The Promoter specifically reserves its right to offer the said land along with the construction thereon or any part thereof (save and except the said Flat), as security (including by way of a mortgage or charge) to any other credit/ financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (c) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said land and/or the said new buildings and/or the other buildings and structures proposed to be constructed on the said land by the Promoter or any part thereof (save and except the said Flat), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter has entered into this Agreement.
27. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that the Promoter will erect/provide an electricity sub-station on the said land, and that the same shall be handed over to the Maharashtra State Electricity Distribution Company Ltd. (Maha Vitran) (**MSEDCL**).
28. The Purchaser/s with the intention to bind all persons into whosoever's hands the said Flat may come, doth/do hereby agree/s, undertake/s and covenant/s with the Promoter as follows:-
- (a) To maintain the said Flat at the Purchaser/ Purchasers' own costs and expenses in good and tenable repair and condition from the date possession of the said Flat is taken, and shall not do or suffer or permit to be done anything in or to the said building in which the said Flat is situated, or to the staircases, landings, lobbies, passages, or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organisation/ or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the said Flat or to any part of the said building in which the said Flat is situated; and
- (b) Not to store in the said Flat any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the said Organisation or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage the entrances, staircases, common passages or any other structure or part of the said building in which the said Flat is situated, and in case any damage is caused to the said building or any part thereof or to the said Flat on account of any negligence or default of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s alone shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall be liable and responsible to pay the damages for the loss suffered; and
- (c) To carry out at his/her/their/its own costs and expenses, all internal repairs to the said Flat and

maintain the same in the same condition, state and order in which the same was delivered by the Promoter to the Purchaser/s, and the Purchaser/s shall not do or suffer or permit to be done anything in or to the said Flat or in or to the said building, which may be against the rules, regulations and bye-laws of the said Organisation or the concerned government, local or public bodies or authorities, and in the event of the Purchaser/s doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the said Organisation and/or the concerned government, local or public bodies or authorities; and

- (d) Not to demolish or cause or permit to be demolished the said Flat or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation or outside colour scheme of the said building in which the said Flat is situated, and the Purchaser/s shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenantable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the said Flat, without the prior written permission of the Promoter and the said Organisation, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and
- (e) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said land and/or the said new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Purchaser/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and
- (f) 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 land and the said building in which the said Flat is situated; and
- (g) To pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the said building in which the said Flat is situated; and
- (h) To bear and pay all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by the concerned government, local or public bodies or authorities on the said land and/or the said new buildings and structures thereon; and
- (i) Not to let, sub-let, transfer, assign or part with the said Flat and/or the Purchaser's/Purchasers' right, interest or benefit under this Agreement, or part with the possession of the said Flat, until all the amounts, dues and charges payable by the Purchaser/s to the Promoter under this Agreement are fully paid, and only if the Purchaser/s has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Purchaser/s has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same; and
- (j) To observe, perform and comply with all the rules, regulations and bye-laws which the said Organisation may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said new buildings and structures in the said complex and the flats and other premises therein, and for the observance, performance and compliance of the Building Rules, Regulations and Bye-laws

for the time being of the concerned government, local and public bodies and authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Organisation regarding the occupation and use of the said Flat and, and regarding the use of all common areas, amenities and facilities in the said complex, and the Purchaser/s shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and

- (k) Till the Deed of Conveyance/Transfer of the said land and the said new buildings is executed in favour of the said Organisation, or the Deed/s of Apartment is/are executed in favour of the Purchaser/s (as the case may be), the Purchaser/s shall permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and shall not obstruct or hinder them in carrying out their duties; and
- (l) To give and render all assistance and facilities to the Promoter as may be required by the Promoter from time to time, including to sign and execute all necessary writings/documents, so as to enable the Promoter to carry out and complete the development of the said land in the manner that may be desired and deemed fit by the Promoter in its sole and unfettered discretion.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

- 29. The said complex shall always be known as "**Inora Park**" and neither the Purchaser/s herein nor the said Organisation, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Purchaser/s hereby confirm and declare that the Promoter has prior to the execution hereof specifically informed the Purchaser that the Promoter, has conceived and coined, and is in the process of registering and promoting at its sole costs and expenses, a trade/service mark being "**Inora Park**". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Purchaser/s nor the said Organisation, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Purchaser/s nor the said Organisation, shall raise any dispute or objection in this regard.
- 30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said land or the said new buildings or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them/ it, and all common areas, amenities and facilities, including all open spaces, lobbies, staircases, terraces, passages, recreation spaces, Community Center, Sewage Treatment Plant, Electric Sub-Stations will remain the property of the Promoter until the said land and the said new buildings are conveyed and transferred to the said Organisation as hereinabove mentioned. After execution of the Deed of Conveyance/Transfer, the said Organisation shall hold the said land and the said new buildings and all the common areas, amenities and facilities pertaining thereto, subject to the rights of the Promoter under this Agreement.
- 31. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter, shall not be treated/construed as a waiver on the part of the Promoter of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser/s, nor shall the same in any manner prejudice the rights of the Promoter.

32. All notices to be served on the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served if sent to the Purchaser/s by Registered Post A.D., Under Certificate of Posting or hand delivery, at his/her/their/ its address specified below:

33. Notwithstanding anything herein contained, the Owner and the Promoter reserve their right to submit or cause to be submitted the said land and the said new buildings and structures to be constructed thereon, to the provisions of the Maharashtra Apartment Ownership Act, 1970, instead of forming a Co-operative Society or a Limited Company, and in that case this Agreement shall be construed and interpreted as if instead of the expression "a Co-operative Society" or "a Limited Company", wherever appearing in this Agreement, the expression "Association of Apartment Owner" or "Condominium" shall have been used and this Agreement shall be read, construed and interpreted accordingly with appropriate changes.

34. The Purchaser/s alone shall pay the entire stamp duty and registration charges payable on this Agreement. The Purchaser/s shall immediately after the execution of this Agreement (and within the time prescribed in this regard under the Registration Act, 1908) and at his/her/their/its own costs and expenses, present and lodge the original of this Agreement for registration with the Sub-Registrar of Assurances at Haveli, Pune, and admit execution of the same. In case, the Purchaser/s fails or neglects to get this Agreement registered within the date notified, physical possession of the said Flat to the Purchaser/s may be withheld by the Promoter and penalty if any payable under relevant laws for delay in completion of the registration of this Agreement will be payable by the Purchaser/s till the registration of this Agreement is completed. If the Purchaser/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution of the same, the Owner and the Promoter will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom, nor shall the Owner or the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The Promoter shall have the right to cancel the allotment/Agreement in case the Purchaser/s fails to have this Agreement registered within 15 days from the date notified to the Purchaser/s. Upon such cancellation, the amounts received from the Purchaser/s will be refunded without any interest but after deduction of _____) received as earnest money. In addition to the deduction of _____ the Promoter shall also forfeit the full amount of VAT/service tax collected/payable by the Purchaser/s upto the date of the cancellation.

35. The Purchaser/s shall pay to the Promoter his/her/ their/its share of the stamp duty and registration fees payable in respect of the Deed of Conveyance/ Transfer of the said land and the said new buildings and structures constructed thereon and all other related/incidental deeds, documents, instruments and writings, to be executed by the Owner and the Promoter in favour of the said Organisation. If the said land and the said new buildings and structures are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, then the Purchaser/s shall bear and pay the stamp duty and registration fees payable in respect of the Declaration, and the Deed/s of Apartment of the said Flat to be executed in his/her/their/its favour. It is expressly clarified, agreed and understood that if the amount of Rs. _____/- (Rupees _____ only) deposited by the Purchaser/s under clause 19(a) hereof towards payment of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment, is found to be insufficient for this purpose for any reason, the Purchaser/s shall within 7 (seven) days from receiving the written intimation in this regard from the Promoter or the said Organisation, pay the

balance amount payable towards such stamp duty and registration fees to the Promoter or the said Organisation, (as the case may be).

36. The Purchaser/s is/are aware and understand that the Promoter has entered into this transaction and has agreed to sell the said Flat to the Purchaser/s, relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/s to be observed, performed, fulfilled and complied with, and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.
37. All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Promoter and the fees of such Arbitrator shall be shared equally between the Purchaser and the Promoter. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only.
38. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules made thereunder.
39. The parties hereto acknowledge, declare, and confirm that this Agreement represents the entire Agreement between them regarding the subject matter thereof and any alterations, additions or modifications hereto shall not be valid and binding unless the same are reduced to writing and signed by or on behalf of both the parties.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO
(Description of the said land)**

Survey No. 27/9

ALL THOSE pieces and parcels of non-agricultural land or ground situate at Village Undri, Taluka Haveli, District Pune, situated within the Registration District of Pune, situate within the limits of Zilla Parishad Pune, bearing Survey No.27/9 admeasuring 174.5 Ares out of total area of 2 Hectares 3 Ares and bounded as follows:

On or towards:

East : By remaining property of S. No. 27/9 and Undri-Handewadi Shiv Road

West : By Property bearing S. No. 27/2

North : By remaining property of S. No. 27/9

South : By Property bearing S. No. 33 (Part)

Survey No. 27/2

ALL THOSE pieces and parcels of non-agricultural land or ground situate at Village Undri, Taluka Haveli, District Pune, situated within the Registration District of Pune, situate within the limits of Zilla Parishad Pune, bearing Survey No.27/2 admeasuring 80 Ares out of total area of 2 Hectares 3 Ares and bounded as follows:

On or towards:

East : By remaining property of S. No. 27 (part)

West : By Property bearing S. No. 27 (part)

North : By Undri – Saswad Road

South : By Property bearing S. No. 33 of August Land Developers Pvt. Ltd.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the common areas, amenities and facilities)

SIGNED AND DELIVERED for and on behalf of the
withinnamed Owner, **AUGUST LAND DEVELOPERS
PVT. LTD.**, by its Authorised Representative/
Constituted Attorney, Mr./Ms. _____

in the presence of

1. _____

2. _____

SIGNED AND DELIVERED for and on behalf of the
withinnamed Promoter, Tata Housing Development
Company Limited, by its Authorised Representative,
Mr./Ms. _____

in the presence of

1. _____

2. _____

SIGNED AND DELIVERED by the within-named
Purchaser/s, Mr./Ms. _____

in the presence of

1. _____

2. _____

Annexure "A"

(N A Order) [Engg to provide]

Annexure "B"

(Title Certificate, Village Form No 7/12)

Annexure "C"

[Engg / M & S to provide]

(Floor Plan)

Annexure “D”
[Engg to provide]
(Access Road)

Annexure “E”
(Fixtures, fittings and amenities)

Annexure "F"

[M & S and Engg to confirm/update the details below]

LIST OF OUTGOINGS

1. Insurance premium payable in respect of the said land.
2. All municipal taxes, imposition, levies and ceases imposed by the Gram Panchayat/Zilla Parishad and/or any other local authority, including the water tax and water charges, N.A. Charges to Revenue Authorities.
3. Expenses required for the day-to-day maintenance and management of the building such as lights in the passage and common areas, garden, watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the Purchaser/s in common as aforesaid.
5. Costs of salaries of Estate Executives, clerks, bills collectors, chowkidars, sweepers, etc.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Sinking fund as may be determined by the Promoter.
8. Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Promoter.
9. MSEDCL Meter Charges, Security deposits, electricity board/utilities for securing services, etc.
10. Cost of working and maintenance of sewage treatment plant/community centre.
11. Cost of working and maintenance of gardens, R.G. areas, and internal roads.
12. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
13. Transportation Charges

DATED THIS _____ DAY OF _____ 20____

TATA HOUSING DEVELOPMENT CO. LTD.

AND

AGREEMENT FOR SALE

OF

FLAT NO. _____ ON THE _____ FLOOR

OF THE BUILDING/BLOCK NO. _____

AND

AT

INORA PARK