

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at Mumbai this ____ day of _____, Two Thousand and _____:

BETWEEN

M/s Superb Maa Infra and Housing LLP, a LLP incorporated under the provisions of Limited Liability Partnership Act, 2008 having LLPIN **AAS-7868** and PAN No. **AAEFS3518M** and having its registered office address at [●], represented through its Authorized Signatory [●] hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART** and hereinafter referred to as the “**Promoters**”;

AND

Mr./Mrs./Ms. [●] Adult/s, Indian Inhabitant/s of Mumbai having their address for the purpose of these presents at [●] hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

The Promoters and the Allottee/s are hereinafter collectively referred to as “**the Parties**”, and individually as a “**Party**”.

WHEREAS:

- A. **Yogakshema Residency Co-operative Housing Society Ltd. (Proposed)** having PAN NO. **AAAAY4949H** having their correspondence address at Vijay Kumbhare, P&GS department, 2nd Floor, New India Building, S V Road, Santacruz-West, Mumbai-400054, hereinafter called “**Society**” is formed by a group of [●] members, employees and ex-employees of Life Insurance Corporation of India (LIC) and all sister concerns, subsidiaries etc (LICHFL, LIC Mutual Funds, etc). The Society has been causing to construct building/s in Panvel and allot the Flats therein exclusively to its members. The Allottee/s is/are member/s of the Society. The Allottee/s has/have paid membership fees and also deposited 2 % (two percent) of the Sale Consideration with the Promoters.
- B. The Society has entered into and executed a Memorandum of Understanding dated [●] with the Developer wherein various obligations for construction of the building/s to accommodate its members are cast upon the Developer. The Allottee has duly read and understood this Memorandum of Understanding dated [●].
- C. The Developer is undertaking development of the all those pieces and parcels of land admeasuring approximately 6 Acres bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA, (“**the Larger Land**”), in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Unified Development Control Regulations (“**UDCPR**”) as applicable from time to time, in the manner as stated herein:

1. Survey No. 24 Hissa No. 1 (admeasuring approximately 1 square meters),
2. Survey No. 24 Hissa No. 2/A (admeasuring approximately 6340 square meters),
3. Survey No. 24 Hissa No. 2/B (admeasuring approximately 3200 square meters),
4. Survey Nos. 25 Hissa Nos. 4 (admeasuring approximately 4930 square meters),
5. Survey No. 40, (admeasuring approximately 3540 square meters),
6. Survey No. 41, (admeasuring approximately 6020 square meters),
7. Survey No. 42, (admeasuring approximately 1300 square meters),

The Larger Land is more particularly described in the **Part A** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**.

D. The rights, title and interest of Larger Land are in the following manner:

1. The Developer has acquired Development Rights in respect of Survey No. 24 Hissa No. 1 in pursuance of Development Agreement dated 03.06.2021 against monetary consideration as well as allotment of constructed area to the Owner, Shri. Narayan Mahadu Bhomkar hereinafter referred to as **the First Land**. This is more particularly described in the **Part B** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;
2. The Developer has acquired Development Rights in respect of Survey No. 24 Hissa No. 2/A in pursuance of Development Agreement dated 24.05.2021 and Supplementary Agreement dated 04.06.2021 against monetary consideration as well as allotment of constructed area to the Owner, Shri. Narayan Mahadu Bhomkar hereinafter referred to as **the Second Land**. This is more particularly described in the **Part C** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;
3. The Developer has purchased land bearing Survey No. 24 Hissa No. 2/B in pursuance of Sale Deed dated 27.10.2021 from the Sellers Mr. Anuj Banthai and Mr. Akash Banthai, solely against monetary consideration, hereinafter referred to as **the Third Land**. This is more particularly described in the **Part D** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;
4. The Developer has acquired Development Rights of 3010 square meter in respect of Survey No. 41 in pursuance of Development Agreement dated 08.11.2021 against monetary consideration as well as allotment

of constructed area to the Owner, Mr. Ram Bhalu Bhomkar, hereinafter referred to as **the Fifth Land**. This is more particularly described in the **Part F** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;

5. The Developer has acquired Development Rights in respect of Survey No. 42 in pursuance of Development Agreement dated 14.03.2022 against monetary consideration as well as allotment of constructed area to the Owner, Shri. Janardan Narayan Takle, hereinafter referred to as **the Sixth Land**. This is more particularly described in the **Part G** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;
6. The Developer proposes to acquire / is in the process of acquiring ownership with respect to all those pieces and parcels of land admeasuring approximately [8400] square meters and bearing the following Survey Numbers / Hissa Numbers:
 - (a) Survey Nos. 25 Hissa Nos. 4, hereinafter referred to as **the Fourth Land**. This is more particularly described in the **Part E** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;
 - (b) Survey No. 40, hereinafter referred to as **the Seventh Land**. This is more particularly described in the **Part H** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**;

forming part of the Larger Land (“**Balance Land**”). The Balance Land is more particularly described in the **Part I** of the **First Schedule** hereunder written and delineated with [●] color boundary line on the Plan annexed hereto and marked as **Annexure “1”**.

- E. The manner in which the Developer has purchased / acquired the ownership / development rights of the Larger Land is duly set out in the said Title Certificate (as defined below/attached).
- F. Details of the pending litigation with respect to the Larger Land (or part thereof) are duly set out in the said Title Certificate, a list whereof is as follows: **No Pending Litigations**
- G. Details of covenants affecting the Larger Land:
 1. The Developer has to allot constructed area admeasuring 7719 square feet being 40% (forty percent) constructed area out of total constructed area on Survey No. 24 Hissa No. 1 on the basis of Base FSI 1.1 to the Owner, Shri. Narayan Mahadu Bhomkar;
 2. The Developer has to allot constructed area admeasuring 30027 square feet being 40% (forty percent) constructed area out of total constructed area on Survey No. 24 Hissa No. 2/A on the basis of Base FSI 1.1 to the Owner, Shri. Narayan Mahadu Bhomkar;

3. The Developer has to allot constructed area admeasuring 14255 square feet being 40% (forty percent) constructed area out of total constructed area on Survey No. 41 on basis of Base FSI 1.1, to the Owner, Mr. Ram Bhalu Bhomkar;
 4. The Developer has to allot carpet area admeasuring 3966 square feet, of total constructed area of Survey No. 42, to the Owner, Mr. Janardan Narayan Takle.
- H. The land owners in total shall be allotted constructed area of 55980 Square feet. As per the Development Agreement, this area share shall be allotted anywhere in the larger land, within the prescribed time of 60 months from the date of execution of the Development Agreements.
- I. Details of illegal encroachment on the Larger Land :- There is no kind of encroachment on the Larger Land.
- J. All the permissions required from the Government Authorities relating to the title & building permission the Larger Land have been obtained.
- K. **Details of mortgage(s) on the land parcels forming part of Phase 1 are as follows:**
1. Survey Number 24, Hissa Number 2/A ; admeasuring approximately 6340 sq.mts, has been mortgaged (without possession) to Godavari Urban Multistate Cooperative Credit Society Ltd.
 2. Survey Number 24, Hissa Number 2/B admeasuring approximately 3200 sq.mts, has been mortgaged (without possession) to Godavari Urban Multistate Cooperative Credit Society Ltd.
- L. The Developer is vested with the right to develop the Larger Land in the manner stated hereinabove inter-alia by constructing new buildings ("**the New Buildings**").
- M. Save and except the area mentioned in Recital G above, the Developer is entitled to sell the premises in the New Buildings to be constructed on the Larger Land, in accordance with the terms and conditions of the sanctions and approvals obtained / being obtained in relation to the same.
- O. The Developer is undertaking the development of the Larger Land in a **phase-wise manner** for a residential/mixed-use project and in constructing a residential/mixed-use project thereon in a **phased manner** in the following manner:
1. On a portion of Larger Land admeasuring 9540 square meters, ("**the said Land**"), the Developer is constructing ("**Phase 1**") of the said real estate project. In Phase 1, The Developer is constructing two buildings called '**[Block A & Block B]**', comprising of [**•**] forming [**•**] (Block A & Block B, hereinafter for the sake of brevity, *together* shall be referred to as "**the said Buildings**" AND *individually* shall be referred to as "**the said Building**". The said Land is shown in [**•**] wash on the Plan annexed hereto and marked as **Annexure "1"**.
 2. On the balance portion of the Larger Land, the Developer proposes to

construct other building/s which will inter-alia comprise a mixed use of residential and/or commercial and/or retail unit/s, in the manner the Developer deems fit.

- P. The development of the said Buildings known as “[Block A & Block B]” is **Phase 1** of the Whole Project (as defined below) and proposed as a “real estate project” by the Developer and will be registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) by the Promoters.
- Q. The Developer is entitled to construct New Buildings on the Larger Land in accordance with the Recitals herein.
- R. Accordingly, the Position / Location of the said Blocks [Block A & Block B], shall be revised after the sanction of entire Master Layout of the Whole Project from MSRDC SPA.
- S. The Developer is undertaking the development of the Larger Land in a phase-wise manner.
- T. The Allottee/s is/are desirous of purchasing residential premises bearing No. [●] on the [●] floor of the [●] Wing of the said Building (hereinafter referred to as the “**said Premises**”) has / have approached the Promoters and requested the Promoters to allot to him/her/it/them the said Premises in the said Building more particularly described in the **Second Schedule** hereunder written.
- U. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
1. The said Building is a part of the New Buildings.
 2. The said Building shall inter alia comprise of [●] forming [●], including [●], on the said Land.
 3. By and under its Letter dated 25th February, 2022, the **Special Planning Authority of the Maharashtra State Road Development Corporation (SPA - MSRDC)** has issued a *Commencement Certificate* for the construction of [●] from stilt plus [●] floors of the buildings known as “[Block A & Block B]” on a portion of the Larger Land. Copy of the Commencement Certificate dated 25th February, 2022 is hereto annexed and marked as **Annexure “2**.
 4. The Real Estate Project shall comprise of units / premises consisting of apartments, flat/s, tenement/s, duplexes and shops. [Details to be added]
 5. Total FSI of [●] square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume a further FSI of [●] aggregating to a total FSI of [●] in the construction and development of the Real Estate Project;

6. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**").
 7. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written ("**Whole Project Amenities**").
 8. The Developer shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall and/or any other part of the Real Estate Project. The Developer shall also be entitled to place, select and decide the hoarding / board sites.
 9. The details of conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 11 and 14 below.
- V. The principal and material aspects of the development of the Larger Land ("**Whole Project**") as disclosed by the Developer are briefly stated below:
1. The Whole Project is known as "**Yogakshema Residency**".
 2. The area of the Larger Land is 24000 square meters which is to be developed in a phase-wise manner.
 3. The total FSI of [●] square meters is proposed to be utilized on the Larger Land.
 4. The Allottee/s has / have perused a copy of the Proposed Layout Plan ("**Proposed Layout**"), annexed to this Agreement as **Annexure "3"**, which specifies the proposed location of the new / future / further buildings / towers to be constructed on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. A copy of the Proposed Layout is annexed hereto and marked as **Annexure "3"**.
 5. The Developer shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Larger Land and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Land from time to time. The Developer shall also be entitled to place, select and decide the hoarding / board sites.
 6. The Developer shall be entitled to confer / cause to confer title of particular building / tower to such Other Societies, as mentioned at Clauses 11 and 14 below.
 7. The statutory approvals mandatorily require the Developer to hand over a certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Developer shall

have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of the statutory approvals. Only the portion of the Larger Land left over after handing over the stipulated percentage, if any, to the MSRDC SPA, or other statutory authority and/or developing the same as a public amenity, as applicable, would be available for transferring to the Society.

8. The nature of the development of the Larger Land will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
 9. The Developer would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
 10. The Developer is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required under applicable law from time to time.
- W. The Developer has entered into standard agreement/s with a Licensed Surveyor registered with the required & concerned Municipal Corporation/ Authority.
- X. The Developer has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- Y. The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- Z. The Developer has the right to sell the said Premises in the Real Estate Project to be constructed on the said Larger Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.
- AA. The Society and the Allottee/s has / have, prior to the date hereof, examined the nature of development of the Land and all the title deeds and documents referred to herein and has caused the same to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Society and the Allottee/s has / have agreed and consented to the development of the Whole Project. The Allottee/s will also examine all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules.
- BB. On demand from the Allottee/s, the Developer has given inspection to the Allottee/s of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects, Messrs. VAO Architects Research & Design Studio, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder including all the documents referred to in this Agreement including the Recitals

herein.

- CC. Copy/ies of the said Title Certificate/s dated 02/02/2022 issued by Nitin V. Ujgare certifying the right/entitlement of the Developer is annexed and marked as **Annexure “4”** hereto (“**the said Title Certificate**”);
- DD. The authenticated copies of the 7/12 Extracts of the Larger Land are annexed hereto as **Annexure “5”** collectively.
- EE. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure “6”**. The carpet area (as defined under RERA) of the said Premises is [●] square meters, equivalent to approximately [●] square feet.
- FF. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- GG. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Developer.
- HH. The Developer has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- II. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- JJ. The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Developer, the said Premises, or for an aggregate price of Rs. [●]/- (Rupees [●] only) (“**Sale Consideration**”) and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Developer / Society a sum of Rs. [●]/- (Rupees [●] only), being part payment of the Sale Consideration of the said Premises agreed to be sold by the Developer to the Allottee/s as advance payment (the payment and receipt whereof the Developer doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).
- KK. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and are also required to register this Agreement under the provisions of the Registration Act, 1908.
- LL. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell and the Allottee/s hereby

agree/s to purchase and acquire the said Premises

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Developer shall, at the behest of the Society, construct the Real Estate Project being the said Building known as “[Name of the Building]” consisting of [●] on the said Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MSRDC SPA and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Developer shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

3. **Purchase of the said Premises and Sale Consideration:**

(i) The Allottee/s hereby agree/s to purchase and acquire from the Developer and the Developer hereby agrees to sell to the Allottee/s the Premises No. [●] of the [●] type admeasuring [●] square meters equivalent to [●] square feet carpet area as per RERA on the [●] floor of the “[●]” Wing in the Real Estate Project, i.e., the said Premises, as more particularly described in the **Second Schedule** and as shown on the Floor Plan annexed and marked **Annexure “6”** hereto, at and for the consideration of Rs. [●]/- (Rupees [●] only) (“**the said Consideration**”). The said Premises shall contain any amenities within it as set out in the **Fifth Schedule** hereto.

(ii) The Allottee/s hereby agrees to abide by the following payment Schedule :

Sr. No.	Work Completion	Percentage	Amount
1.	Booking Amount	5.00%	Rs. _____/-
2.	On execution of this Agreement	15.00%	Rs. _____/-
3.	On Completion of Plinth	20.00%	Rs. _____/-
4.	On Completion of the 2 rd Slab	10.00%	Rs. _____/-
5.	On Completion of the 5 th Slab	10.00%	Rs. _____/-
6.	On Completion of the 8 th Slab	5.00%	Rs. _____/-
7.	On Completion of the 11 th Slab	5.00%	Rs. _____/-
8.	On Completion of the Brick Work & Internal Plaster of the said premises	5.00%	Rs. _____/-
9.	On completion of Flooring, Doors & Windows of the said premises	5.00%	Rs. _____/-
10.	On completion of staircase, Lift walls, Lobbies of the floor and Sanitary Fittings of the said premises	5.00%	Rs. _____/-
11.	On Completion of External Plaster, Plumbing & Elevation	5.00%	Rs. _____/-
12.	On completion of Electrical Fittings and Lift Works	5.00%	Rs. _____/-
13.	On Possession	5.00%	Rs. _____/-
	Total	100%	Rs. _____/-

- (iii) The Developer shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Clause 3(ii) above (the payment at each stage is individually referred to as the "**Installment**" and collectively referred to as the "**Installments**"). The payment shall be made by the Allottee/s within 7 (seven) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract.

- (iv) The payment by the Allottee/s in accordance with Clause 3(ii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Developer has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(ii) hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Projects and/or with respect to the said Premises this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Value Added Tax, Service Tax, Goods and Service Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Developer shall not be liable to bear or pay the same or any part thereof.
- (vi) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies / Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s; which shall only be applicable on subsequent payments.
- (viii) The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MSRDC SPA by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration

payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Developer shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Developer shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Developer/ Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 3(i) above.

- (ix) The Allottee/s authorize the Developer to adjust / appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developer may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Developer to adjust his/her/its/their payments in any manner.
- (x) In addition to the carpet area of the said Premises, there are certain constructed areas free of FSI including an enclosed balcony admeasuring approximately [●] square meters and certain other areas such as niches, flower-beds, ornamental projections etc., and additional spaces appurtenant to the said Premises and shown in [●] color hatch lines on the plan annexed hereto and marked as **Annexure "6"** (hereinafter referred to as "**the Additional Areas**"), of approximately [●] square meters. This total aggregates to approximately [●] square meters. The Additional Areas shall be exclusive to the said Premises and shall be limited common areas and facilities. The carpet area of the said Premises and the Additional Areas are hereinafter collectively referred to as "**the Aggregate Areas**".
- (xi) In addition to the Aggregate Areas, there are certain common areas and facilities such as the lobby, refuge areas, staircases, corridors, passages, amenity areas, service areas etc., in the Real Estate Project, the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises and to be determined on the completion of the Real Estate Project.
- (xii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Developer are listed in the **Fifth Schedule** hereunder written.
- (xiii) The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Developer the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Developer is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Developer has neither charged

nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and/or the Car Parking Space and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.

- (xiv) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MSRDC SPA or other competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the MSRDC SPA or other competent authority, the Occupation Certificate in respect of the said Premises.
- (xv) Time is of the essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the **Fourth Schedule** and **Fifth Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it/them and meeting, complying with and fulfilling all its other obligations under this Agreement.

- (xvi) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favor of / to the account of the Developer set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favor of /to the account of the Developer more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favor of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Developer either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each installment of the Sale Consideration. The Developer shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.
- (xvii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
- (xviii) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the Service Tax, Value Added Tax, Goods and

Service Tax, Tax Deducted at Source or any such taxes or amounts under this Agreement as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Developer.

- (xix) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Developer, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Developer to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Developer.
- (xx) The Allottee/s is/are further desirous of using for himself / herself / itself / themselves [●] ([●]) parking spaces/slots being either single/stack (as may be determined by the Developer) (“**the said Car Parking Space**”) and the same shall be limited common areas and facilities. The location and other details viz. car park numbering, etc. shall be intimated at the time of handing over possession of the said Premises. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Developer, the Developer has agreed to allot to the Allottee/s without any consideration, the right to use the said Car Parking Space for himself / herself / itself / themselves or his / her / its / their visitors/guests on the terms and conditions hereinafter appearing. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Developer and/or the Society and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer and/or the Society. The Allottee/s agree and confirm that he / she / it / they shall not raise any objection to the designations / selections of parking done / to be done by the Developer for himself / herself and for other purchasers in the said Building.

4. **FSI, TDR and development potentiality with respect to the Real Estate Project:**

- (i) The Allottee/s hereby agree, accept and confirm that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) on the said Land in the manner more particularly detailed at Recitals above and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

- (i) The Allottee/s hereby agree, accept and confirm that the Developer proposes to develop the Whole Project on the Larger Land (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above

constituting the Proposed Layout and the Proposed Potential and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

6. **Possession Date, Delays and Termination:**

- (i) The Developer shall give possession of the said Premises to the Allottee/s on or before the date set out in the **Second Schedule** hereunder written ("**Possession Date**"). Provided however, that the Developer shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
- (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court, including imposition of lockdown or declaration of containment zone etc due to the ongoing pandemic;
 - (c) Any stay order / injunction order issued by any Court of Law, competent authority, Municipal Corporations / MSRDC SPA and/or statutory authority;
 - (d) The delay is due to neglect and/or default on part of the Society and/or the Allottee including but not limited to delay/default in payment;
 - (e) Default on part of Society to carry out its obligations especially those set out in clause 6(x) below; and/or
 - (f) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:
- (a) Call upon the Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Developer to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Developer to the Allottee/s.
 - (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("**Allottee/s Termination Notice**"). On the receipt of the

Allottee/s Termination Notice by the Developer, this Agreement shall stand terminated and canceled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Developer, the Developer shall refund to the Allottee/s the amounts already received by the Developer under this Agreement with interest thereon at the Interest Rate to be computed from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the said Car Parking Space and the Developer shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space in the manner it deems fit and proper.

- (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Developer interest at the [●] Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Developer to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Developer, on the Allottee/s committing three defaults, weather continuously or severally, in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including but not limited to his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings) shall constitute an event of default of the Allottee/s ("**Event of Default**").
- (vi) Upon the occurrence of an Event of Default, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (vii) The Developer shall notify by Courier / E-mail / Registered Post A.D. at the address provided by the Society in case of delay/s or default/s of payment of Sale Consideration by the Allottee/s. The Society shall immediately take necessary steps to recover such sums and ensure timely payments.
- (viii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Developer shall

be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Developer Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Developer Termination Notice by the Allottee/s this Agreement shall stand terminated and canceled.

- (ix) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above:
 - (a) The Developer will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to the Developer and that the same shall be in the nature of liquidated damages and not penalty being an amount equivalent to 15% (fifteen percent) of the Sale Consideration together with applicable taxes thereon;
 - (b) The Developer will refund the balance (if any), without interest, only after deducting and/or adjusting from the balance amounts, Service Tax, Value Added Tax and/or any other amount due and payable by the Allottee/s and/or paid by the Developer in respect of the Sale Consideration.
 - (c) In case if the Developer receives a credit/refund of the service tax amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Developer to the Allottee/s without any interest thereon.
 - (d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Developer or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Developer shall be entitled to deal with and dispose of same to any other person/s as the Developer deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.
- (x) The Developer shall intimate such termination to the Society and the Society is bound to find and allot the said Premises to another member within 30 days of receipt of such intimation.

7. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MSRDC SPA or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Developer on its behalf shall offer the possession of the said Premises to the Allottee/s, in writing, within 7 (seven) days of

receiving the Occupancy Certificate of the Real Estate Project.

- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Developer as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take or fail to take possession of the Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Developer.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including inter-alia local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MBMC or other competent authority or other 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 Real Estate Project and/or the Larger Land. Until the Society is formed and the Project Conveyance is duly executed and registered, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer at its sole discretion.

8. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s; the Allottee/s brings to the notice of the Developer any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.

9. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential use. The Allottee/s shall use the Car Parking Space only for the purpose of parking vehicles.

10. **Facility Manager:**

- (i) The Developer has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Larger Land and/or the Real Estate Project and/or the Larger Land and/or the New Buildings, such decision shall be final and binding until the Conveyance in respect of the Larger Land is executed in favor of the Society. Thereafter, subject to the provisions of Clause 10(iii) below, the Society

and, as the case may be, shall be entitled to undertake the maintenance of the Larger Land / the New Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society commits default, the Developer shall have a right to rectify the default and recover the expenses from the Society. The Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

- (ii) The Developer shall have the right to designate any space on the Larger Land and/or the New Buildings and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings and/or the said Buildings. The Developer shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace of the New Buildings and/or the said Building to such utility provider, either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the New Buildings and/or the said Building.
- (iii) Notwithstanding any other provision of this Agreement, the Developer has right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the New Buildings and/or the said Building, common amenities and facilities on the Larger Land and/or the said Land after the completion of the development of the Larger Land. The Developer has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents / allottees / occupiers of the premises in the New Buildings in the manner as may be determined by the Facility Manager and / or the Developer, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Developer or towards the maintenance charges determined by such agency and / or the Developer. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.
- (iv) The Allottee/s agree to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Land and/or the said Building and/or the Larger Land and/or the New Buildings constructed thereon.

11. **Formation of the Society:**

- (i) Upon execution and registration of Agreement of Sale in respect of 51% (fifty one percent) of the total number of units/premises in the Real Estate Project, the Society shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project / Whole Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("**the Society**").
- (iii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Society to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Society.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project / Whole Project as members, in accordance with its bye-laws.
- (vi) Post execution of the Project Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (vii) All the Allottees of premises in the other real estate projects to be developed on the Larger Land upon receiving possession of their respective premises shall become members of the aforesaid Society.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, and (b) the professional fees charged by the Advocates and Solicitors engaged by the Society for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Developer shall not be liable

toward the same in any manner whatsoever.

12. **Conveyance to the Society and Other Societies:**

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate, the Real Estate Project with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be conveyed to the Society vide a registered indenture of conveyance ("**Project Conveyance**"). The Society shall be required to join in execution and registration of the Project Conveyance. The costs, expenses, charges, levies and taxes on the Project Conveyance and the transaction contemplated thereby, including stamp duty and registration charges, shall be borne and paid by the **Society** alone. Post the Project Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Developer shall not be responsible for the same, subject to the terms of this Agreement.
- (ii) The Developer shall execute and register similar conveyances to the Society with respect to their respective real estate projects or portions thereof.

13. **Title of the Larger Land to the Society:**

- (i) Within a period of 3 (three) months of receipt of completion of the Whole Project on the entire larger land, the Developer, shall execute and register an Indenture of Conveyance whereby the Developer and the shall convey all their right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favor of the Society ("**Larger Land Conveyance**").
- (ii) The Society shall be required to join in execution and registration of the Larger Land Conveyance. The costs, expenses, charges, levies and taxes on the Larger Land Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the **Society** alone. Post the Larger Land Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Developer shall not be responsible for the same.

14. The Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts with the Developer / Society:

- (i) Rs. [●] /- (Rupees [●] only) for share money, application entrance fee of the Society;
- (ii) Rs. [●] /- (Rupees [●] only) for formation and registration of the Society;
- (iii) Rs. [●] /- (Rupees [●] only) for deposit towards advance 24 months contribution towards outgoings of Society; and

- (iv) Rs. [●] /- (Rupees [●] only) for deposit towards water, electricity, and other utility and services connection charges.

The above amounts are not refundable and no accounts or statement will be required to be given by the Developer / Society to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Developer.

15. In addition, the Allottee/s shall also pay to the Developer a sum of Rs. [●] /- (Rupees [●] only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Project Conveyance, the Larger Land Conveyance and other deeds, documents and writings.

16. The Developer has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Developer has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of flats/units/premises in the Real Estate Project and/or in the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Developer and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Developer laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other real estate projects / buildings / towers which are to be developed and constructed on any portion of the Larger Land.

17. **Representations and Warranties of the Developer and/or Society:**

- (i) The Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:
- (a) The Developer has a clear and marketable title to the Larger Land and has the requisite rights to carry out the development thereon for implementation of the Real Estate Project;
- (b) The Developer has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

- (c) There are no encumbrances upon the Real Estate Project, and There are no litigations pending before any Court of Law with respect to the Real Estate Project except those disclosed in Recitals G , H , I , J , K and L above;
- (d) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (e) The Developer and the Society have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (f) The Developer and/or the Society have not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- (g) The Developer and/or the Society confirms that the Developer and/or the Society are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (h) At the time of execution of the Project Conveyance, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
- (i) The Promoter and the Society have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Project Conveyance, and thereupon the same shall be proportionately borne by the Society; and
- (j) 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 Land / the Larger Land) has been received or served upon the Developer in respect of the said Land / the Larger Land and/or the Real Estate Project / Whole Project, except those disclosed to the Allottee/s.

18. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoters as follows:
- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoters.
 - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.
 - (iii) To carry out at his/her/its/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, purlins or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society.
 - (v) Not to do or permit to be done any act or thing which may render void

or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoters, within 15 (fifteen) days of demand by the Promoters, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay, in a timely manner and forthwith, all the amounts, dues, taxes and Installments of the Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoters and the Society.
- (x) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Developer under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate. In the event the Allottee/s is / are desirous of transferring the said Premises and/or the said Car Parking Space and/or his/her/its/their rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Developer.
- (xi) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xii) The Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or

any part thereof to view and examine the state and condition thereof.

- (xiii) Till the execution of the Larger Land Conveyance in favor of the Society, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xiv) The Whole Project is currently known as “Yogakshema Residency” and the Developer shall be entitled to formally re-name the Whole Project at a later date and which name shall not be changed by the Allottee/s and / or the Society, as the case may be.
- (xv) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Developer may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain any amenities within it as set out in the **Fifth Schedule** hereto. The Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.
- (xvi) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the fit-out rules as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Developer shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xvii) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Developer. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises

for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

- (xviii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xix) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Developer and/or of the Society.
- (xx) Not to make any alteration in the elevation and outside color scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Larger Land.
- (xxi) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoters. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoters shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.
- (xxii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Developer and/or the said Society, as the case may be, and of the MBMC and other concerned authorities.
- (xxiii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever.
- (xxiv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any

portion of the Larger Land and/or the Larger Land and the Real Estate Project and/or the New Buildings.

- (xxv) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the said Larger Land and/or the Real Estate Project and/or the New Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (xxvi) To abide by, observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Whole Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. 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 Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (xxvii) Not to violate and to abide by all the rules and regulations framed by the Developer / its designated Facility Manager and/or by the said Society, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Whole Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "**Fit-out Rules**").
- (xxviii) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (xxix) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the Whole Project.
- (xxx) Shall not display at any place in the Real Estate Project and/or the Whole Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the

Real Estate Project and/or the Whole Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Whole Project.

- (xxxi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters.
- (xxxii) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Developer.
- (xxxiii) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (xxxiv) The Allottee/s shall permit the Promoters and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoters / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.
- (xxxv) The Allottee/s is/are aware and acknowledge/s that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
- (xxxvi) The Allottee/s is/are aware that the Developer or its agents or contractors etc., shall carry on the work / balance of the other New Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though

the same may cause any nuisance or disturbance to him/her/it/them. The Developer shall endeavor to minimize the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xxxvii) The Developer shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(xxxviii) The Developer shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society, as the case may be, until the entire development on the Larger Land / the said Land is fully completed.

19. It is agreed that as and when the Developer enters into agreements / arrangements with any person, or otherwise the Developer is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Developer or any person as may be nominated by the Developer in that behalf, as the case may be, and pay such amount as may be fixed by the Developer or its nominee, to the Developer or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, telephone, cable television, internet services and such other services of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Developer is obligated / liable to provide all or any of the Utilities, whether or not the Developer has entered into agreements / arrangements with any person, or otherwise the Developer is in a position to provide all the Utilities or any of them.
20. The Developer and/or Society and/or any professional agency appointed by it/them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said Land and/or the Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Developer and/or such professional agency.
21. The Allottee/s hereby nominate/s the persons as set out in the **Second Schedule (“the said Nominee”)** as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Developer in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Developer shall, at its discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Developer may deem fit, from such nominee. The nominee would be required

to give an indemnity bond indemnifying the Developer, as may be necessary and required by the Developer.

22. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Developer. The Developer will grant its no objection, whereby the Developer will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("**said No Objection Letter**"), provided however, that the Developer shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favor of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Developer's right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favor of such Bank shall be subject to the Developer's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the said No Objection Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Developer as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.
23. The Allottee/s hereby represent/s and warrant/s to the Promoters that:
- (i) he/she/it/they is / are not prohibited from acquiring the said Premises under any applicable law or otherwise;
 - (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
 - (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
 - (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
 - (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
 - (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
 - (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;

- (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
 - (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Whole Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
 - (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Developer, provide such security as may be required by the Developer towards the payment of the Sale Consideration and the Installments.
24. It is abundantly made clear to the Allottee/s who is/are a non-resident / foreign national of Indian Origin that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Developer accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
25. The Developer shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.
26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the said Car Parking Space or the Real Estate Project or the Larger Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the execution of the Project Conveyance and the Larger Land Conveyance, as the case may be.

27. Mortgage or Creation of Charge:

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Developer and notwithstanding the Developer giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Developer shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Developer under this Agreement or otherwise.
- (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Developer is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions (including [●] Bank) and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Land or any part thereof, as may be solely decided by the Developer, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favor of "[●] Account" with [●] Bank.
- (iii) After the execution of this Agreement, if the Developer wants to mortgage or if any charge is made or created on the said land or the project, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favor of [●] Bank.

28. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments at Clause 3(ii) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Developer. If the Allottee/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt

by the Allottee/s, the application of the Allottee/s shall be treated as canceled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s without any interest or compensation whatsoever.

29. **Entire Agreement:**

- (i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space.

30. **Right to Amend:**

- (i) This Agreement may only be amended through the written consent of the Parties.

31. **Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

- (i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project and the Whole Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

32. **Severability:**

- (i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

33. **Method of Calculation of Proportionate Share:**

- (i) Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

34. **Further Assurances:**

- (i) All the Parties agree that they shall execute, acknowledge and deliver

to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

35. **Place of Execution:**

- (i) The execution of this Agreement shall be complete only upon its execution by the Developer, through their authorized signatories, at the Developer's office or at some other place which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai City. After this Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution hereof, the said Agreement shall be registered at the Office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai/Panvel.

36. **Notices:**

- (i) All notices to be served on the Allottee/s, the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s, the Developer by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s, the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee/s, as the case may be.

37. **Joint Allottee/s:**

- (i) In case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

38. **Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Developer shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

39. **Dispute Resolution:**

- (i) Any dispute or difference between the Parties in relation to this

Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.

40. **Governing Law:**

- (i) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

41. **Permanent Account Number:**

- (i) The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

42. **Interpretation:**

- (i) In this Agreement where the context admits:
 - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
 - (b) any reference to the singular shall include the plural and vice-versa;
 - (c) any references to the masculine, the feminine and the neuter shall include each other;
 - (d) any references to a “company” shall include a body corporate;
 - (e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
 - (f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless

otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;

- (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
 - i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
 - ii. that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - iii. references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (m) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

**Part A
(Description of the Larger Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey Nos. [●] situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

**Part B
(Description of the First Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 24 Hissa No. 1 situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

**Part C
(Description of the Second Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 24 Hissa No. 2 situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

**Part D
(Description of the Third Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 24 Hissa No. 2/A situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

**Part E
(Description of the Fourth Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 24 Hissa No. 2/B situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

**Part F
(Description of the Fifth Land)**

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey Nos. 25 Hissa Nos. 4 situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

Part G
(Description of the Sixth Land)

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 41 situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporations bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

Part H
(Description of the Seventh Land)

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 42 situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

Part I
(Description of the Balance Land)

All those pieces and parcels of land admeasuring approximately [●] square meters bearing [●] situate, lying and being at Village Giravale, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of [●] Municipal Corporation and bounded as follows:

On or towards the East by : [●]

On or towards the West by : [●]

On or towards the North by : [●]

On or towards the South : [●]
by

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

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Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. «Flat_No» admeasuring about [●] square meters equivalent to approximately [●] square feet carpet area as per RERA on the «Floor» floor (i.e., «Habitable_Floor» habitable floor, including the Girder / Mechanical / Service / Refuge Floor Level / Parking Lobby / Amenity Levels) of the Real Estate Project.
2.	The Sale Consideration	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
3.	Name of the Account for the Payment of the Sale Consideration	[●] («the said Account”).
4.	Possession Date	[●]
5.	The said Nominee	Name: «Name_1» Relationship with Allottee/s: «Name_1» Address of the said Nominee: «Name_1»
6.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	[●]
7.	Name, Address and E-mail of the Developer for the Purposes of this Agreement	[●]
8.	Name, Address and E-mail of the Society for the Purposes of this Agreement	[●]
9.	Permanent Account Number	Developer’s PAN: [●] Society’s PAN: [●] Allottee/s’ PAN: [●]
10.	Architects for the Development of the said Land	[●]
11.	RCC Consultants	[●]

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of the Common Areas, Facilities in the Phase 1 of Real Estate Project

- Staircase
- Lifts

- Lift lobby
- Stilt Car parking
- Fire fighting ducts/shafts along with equipments
- Electrical service ducts/shafts
- Internal Pathways
- WTP
- Rain Water harvesting system
- Space for Transformer/ DP

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of the Common Areas, Facilities and Amenities in the Whole Project

- Club House
- Swimming Pool
- Gymnasium
- Multipurpose hall/ Meeting room
- Indoor Games room
- Multipurpose Sports turf
- Cricket Net
- Joggers Track/ Walking Track
- Temple
- Gardens
- Childrens play area
- Stilt & Podium Parking

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Amenities in the said Premises)

SIGNED, SEALED AND DELIVERED by the)

within named Developer, i.e., **M/s Superb**)

Maa Infra and Housing LLP, through its)

Authorized Signatory Mr. _____ in)

the presence of ...)

1.)

)

2.)

SIGNED AND DELIVERED by the within)

named **Allottee/s**)

«Name1»)

«Name_2»)

in the presence of _____)

1.)

)

2.)

)

Please affix
photograph
and sign
across the
photograph

Please affix
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and sign
across the
photograph

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RECEIVED of and from the within named Allottee/s, the sum of Rs. «Receipt_amt»/- (Rupees «Receipt_amt_words» only) towards Installments mentioned at Serial No. 1 and 2 of the [●] Schedule hereinabove written paid by him/her/it/them to us, as within mentioned.	Rs. «Receipt_amt»/-
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**We Say Received
For the
Developer**

1. [●]

2. [●]

Authorized Signatory/ies

Witness:

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List of Annexures

- Annexure “1”** : Plan of the Larger Land
- Annexure “2”** : Copy of the Commencement Certificate.
- Annexure “3”** : Proposed Layout
- Annexure “4”** : Copy of the said Title Certificate.
- Annexure “5”** : Authenticated copies of 7/12 Extracts
- Annexure “6”** : Copy of the presently sanctioned floor plan of the said Premises.

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