

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Dombivli on this ____ day of _____ in the Christian year Two Thousand and _____ (hereinafter referred to as the '**Agreement**')

BETWEEN

HORIZON PROJECTS PRIVATE LIMITED (PAN NO. _____), a company incorporated under the Companies Act. 1956, having its registered office at Runwal & Omkar Esquare, 5th floor, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai - 400022, represented by its Authorized Signatory _____, hereinafter referred to as the "**OWNERS/PROMOTER**" (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 **ONE PART**;

AND

"THE PURCHASER/S" as mentioned in "**Annexure F**" annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (i) in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; (ii) in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; (iii) in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF; (iv) in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them; and (v) in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART**.

The Owners and the Purchaser/s shall hereinafter collectively be referred to as the '**Parties**' and individually as the '**Party**'.

WHEREAS: -

- a) By and under a Deed of Conveyance dated 31st December, 2012 executed between Premier Limited ("**Premier**") as the Vendor of the one part and Horizon Projects Private Limited, being the Owners herein as the purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of land or ground aggregately admeasuring 2,85,716 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-I of Schedule A hereunder, for the consideration and upon such terms

and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-368 of 2013.

- b) By and under another Deed of Conveyance dated 31st December, 2012 executed between Premier as the Vendor of the one part and Owner herein as purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of the land or ground aggregately admeasuring 1,95,334 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-II of Schedule A hereunder, for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-369 of 2013.
- c) By and under another Deed of Conveyance dated 31st December, 2012 executed between Premier as the Vendor of the one part and Owners herein as purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein, all their right, title, interest, claim and benefit in respect of the piece and parcel of the land or ground aggregately admeasuring 62,470 sq. meters or thereabouts situate lying and being at Village Sandap, Taluka Kalyan, District Thane, more particularly described in the Part-III of Schedule A hereunder, for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-370 of 2013.
- d) All properties more particularly described in Part-I of Schedule A, Part-II of Schedule A and Part-III of Schedule A totally admeasuring 5,43,520 sq. mtrs are owned by the Owners. Out of the said total area admeasuring 5,43,520 sq. mtrs, some area is acquired by Ministry of Railway and the net area admeasuring about 5,28,350 sq. mtrs approximately is owned and possessed by the Owners which area is hereinafter referred to as **"the Said Larger Land"**.
- e) By order dated 28th December 2012, the Deputy Collector and the Competent Authority of Thane District has ordered for deletion of the remark "Exemption for Industrial Purpose and Transfer Prohibited" appearing on the land revenue records, inter-alia, of the Said Larger Land. Pursuant to the above order, the aforesaid remark has been deleted from the 7/12 extracts of the Said Larger Land.
- f) The title report with respect to the said Land (defined hereinafter and more particularly described in the Schedule B hereunder written) dated 05.08.2023 issued by Adv. Vaibhav Gosavi is hereto annexed and marked as **Annexure A**.
- g) The certified true copies of the 7/12 Extracts of the said Land bearing Survey No 93 (Part) and Survey No.109 (Part) forming a part of the Said Larger Land, are annexed and collectively marked as **Annexure "B"** hereto.
- h) The Owners have obtained the necessary permissions and approvals for carrying out the development and construction of the Said Larger Land.
- i) The Owners are constructing an integrated township project **"MY CITY PHASE-II"** in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 (**"MRTP"**) with the applicable Regulations framed by the Government of Maharashtra for development of an ITP (**"ITP Regulations"**) as may be amended from time to time in a phase wise manner, inter-alia, on the on the portion of the Said Larger Land as per Locational Clearance granted by Urban Development Department vide Notification dated 21st August, 2017 bearing No.TPS.1217/331/CR-72/17/UD-12 published in the Gazette on 7-13 September 2017. As a part of the aforesaid development, the Owners have divided the development of the Said Larger Land into multiple phases/ clusters/projects which shall be developed over a span of 20 years.
- j) The Owners intend to develop Runwal Gardens City Phase II - Cluster 6 on the portion of the Said Larger Land (**"Cluster 6 Land"**) being one of the phases of integrated township project "My City Phase II", comprising of residential buildings/commercial buildings and/or residential buildings with commercial shops/units being Tower 1 to 9 and in it the Owners propose to develop a project comprising of residential /commercial buildings/ tower/s

to be known as **Runwal Gardens City Cluster 6 - Tower No. 6 to 9** (hereinafter referred to as "**the said Project**") on land admeasuring about 2612.14 sq. mtrs. being a portion of the Cluster 6 Land as more particularly described in the Schedule B hereunder written (hereinafter referred to as "**the said Land**") as per plans approved by Mumbai Metropolitan Region Development Authority ("**MMRDA**") or Kalyan Dombivali Municipal Corporation ("**KDMC**") as may be applicable or as may be amended by the MMRDA and other concerned authorities. The said Project forms a part of the layout Plan approved by KDMC/MMRDA vide its letter bearing No. SROT/ 27 VILLAGES/ 2401/ AMENDED/ LAYOUT/ USARGHAR-03 /VOL-II /1474 /2017 dated 17th October 2017.

- k) The MMRDA has also issued Conditional Layout Approval for the proposed integrated township project dated 23rd April 2018 amended from time to time and latest on _____ vide _____. The copy of Amended Conditional Layout Approval is hereto annexed and marked **Annexure "C"**.
- l) The MMRDA has further granted the amended Commencement Certificate bearing No. SROT/Growth Centre/2401/BP/ITP- Usarghar - Sandap-01/Vol-19 & 21/899/2023 dated 23rd June 2023 for the Tower no. 1 to 9 of Runwal Gardens City Phase II - Cluster 6 forming part of the said integrated township project. Copy of the said amended Commencement Certificate dated 23rd June 2023 is hereto annexed and marked **Annexure "D"**.
- m) As per the aforesaid development permission and as a part of the aforesaid development, the Owners propose to construct/ develop the said Project on the said Land, 4 towers comprising of common podium and parking levels (individually referred to as "**the said Building**" and collectively as Buildings). The Owner has decided to develop the said Project as mentioned below:
 - i. The Owner has provision to construct podium apartment and may construct the same at ground, first, second, third, fourth, fifth, podium level.
 - ii. The Owner proposes to construct shops/retail at ground floor.
 - iii. All amenities and facilities including a Club house etc. as described in **Annexure "I"** hereunder shall be used in common by the flat purchasers of the said Project.
- n) Further, the Purchasers consent and acknowledge that in addition to the plans sanctioned/approved by the MMRDA/ KDMC, the Owners may propose to construct in the future utility buildings, EWS Housing, Shops, Malls, Social amenities, Recreational buildings, Institutional building and commercial buildings along with residential buildings in the integrated township project being developed on the said Larger Land, subject to the approvals from the MMRDA and the concerned authorities.
- o) The Owners shall be entitled to make any variations, alterations, amendments or deletions in the plans approved by the concerned authority, however, the Owners shall obtain the prior consent of the flat/premises purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Owners shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Land/Larger Land, tentative layout, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, as the Owners may deem fit in its sole discretion or if the same is required by the concerned authority.
- p) As on date the Said Land has been mortgaged to the Bank/Financial Institution as more particularly mentioned in **Annexure "E"** herein. The Purchaser consents that Owners reserve right to create mortgages/ encumbrances as required from time to time, save and except the right of the Purchaser/s on the said Flat / Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law.
- q) The Owners have appointed renowned Architect for design and Structural Engineer for the preparation of the structural designs and drawings of the buildings, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Owners accepts professional supervision of the architect and the structural engineer till the completion of the buildings.

- r) The development of the said Land proposed by the Owners, has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 3, 4 and 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. _____ dated __/__/2023 ("**RERA Certificate**") for the project, and a copy of the RERA Certificate is annexed and marked as **Annexure "J"** hereto.
- s) The Purchaser/s has/have demanded from the Owners and the Owners have given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the Said Land, the plans, designs and specifications prepared by the Owner's Architect, Engineers and such other documents as are specified under the applicable provisions of RERA (herein collectively referred to as the "**said Act**") and the Rules made thereunder (herein collectively referred to as the "**said Rules**"). The Owners have furnished to the Purchaser/s true copies of all such documents as mentioned in the said Rules, as desired by the Purchaser/s. The Purchaser/s has/ have entered into this Agreement knowing fully well and understanding the contents and the implications thereof and has/have satisfied himself/herself/ themselves as regards the title of the Owners to the Said Land and shall not make any further investigation of title and shall not raise any requisitions or objections on any matter relating thereto and that the Purchaser/s hereby fully accepts the title of the Owners to the same.
- t) While sanctioning the plans, concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said Land. The Owners have accordingly commenced the construction of residential/commercial buildings/ towers in accordance with the said plans.
- u) The Owners have entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, shops, and other usage/premises in the said Building (*defined hereinafter*) to be constructed by the Owners.
- v) The Purchaser/s has/have applied to the Owners for allotment to the Purchaser/s on ownership basis a residential flat/ premises in the said Building to be constructed by the Owners in the said Project on the said Land, the details of which flat/premises are more particularly described in **Annexure "E"** hereto and shown by red colour outline on the plan annexed hereto as **Annexure "F"** (hereinafter referred to as the '**said Premises**') together with the a covered (i.e. stilt/basement/ podium/ stack/ mechanically operated) car parking space OR together with the right to use the open car parking space, as the case may be.
- w) The Owners alone have the sole and exclusive right to sell, lease, convey, assign, transfer, etc. the flats and premises in the said Building to be constructed by the Owners on the said Land in the said Project and to enter into agreement/s with the purchaser/s and to receive the sale consideration in respect thereof. The Purchaser/s further understands that the Owners shall in its own discretion appoint an agency to maintain, manage and control all the common areas, amenities and facilities in the said Building and for such other purposes as may be agreed upon between the Owners and the said agency.
- x) After satisfying himself/ herself/ themselves with regards to the title of the said Land and all orders, permissions, sanctions and plans, the Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree/s to sell and transfer to the Purchaser/s on Ownership basis the said Premises on the terms and conditions hereinafter appearing.
- y) The total consideration of the said Flat/Premises includes sale consideration for the said flat which is calculated on the basis of the carpet area and other charges and deposits detailed in **Annexure "E"** (hereinafter referred to as the "**Total Consideration**") and the payment terms thereof are detailed in **Annexure "G"** hereto and wherein the Purchaser/s has/have agreed to pay to the Owners balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.
- z) The Owners are required to execute a written agreement for sale of said Flat/Premises to the Purchaser/s under

the Acts being in fact these presents and also register the said agreements under the Registration Act.

- aa) The Parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. Definitions:

- 1.1 **"Agreement"** shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2 **"Apex Body"** shall mean the apex body to be formed by and consisting of the organizations formed in respect of various buildings constructed/ to be constructed on the Cluster 6 Land comprising of Towers 1 to 9, being a portion of the said Larger Land, to maintain, administer and manage the Said Cluster 6 Land including the said Project. This may be a Cooperative Society or company or a registered federation or any other management structure as permissible in law.
- 1.3 **"Apex Body CAM Charges"** shall have the meaning ascribed to it in Clause 11.1 below.
- 1.4 **"Applicable Law"** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.5 **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project / Building / Flat/shop and / or the development thereof.
- 1.6 **"Authority"** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7 **"Building"** shall mean the single multi-storied building as described Recital N herein to be / being constructed by the Owner Said Land
- 1.8 **"Building CAM Charges"** shall mean the buildings common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Building or the buildings, as the case may be, at the time of possession as specified in **Annexure "H"**.
- 1.9 **"Building Conveyance"** shall have the meaning ascribed to it in Clause 18.2 below.
- 1.10 **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure "H"**.
- 1.11 **"Car Parking Spaces"** shall mean and includes open/ stilt/covered/ stilt/ stack/ mechanically operated parking spaces car parking spaces.
- 1.12 **"Carpet Area"** shall mean the net usable area of the Flat including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on

account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

- 1.13 **“Club”** shall mean any recreation facility constructed for the use of the purchasers of flats in the Project or the Larger Land.
- 1.14 **“Common Areas and Amenities”** shall mean the common areas and amenities as are available to and/or in respect of the Building /Cluster 6 Land/Project/ Larger Land, as the case may be and more particularly described at **Annexure “I”** (*Common Areas and Amenities*).
- 1.15 **“Exclusive Balcony/ Verandah / Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the carpet area of the flat, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.16 **“FEMA”** shall have the meaning ascribed to it in Clause 19.5 (gg) below.
- 1.17 **“Flat”** shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure “E”** (*Flat and Purchaser’s Details*) and floor plan thereto (with flat shaded) annexed hereto as **Annexure “F”** (*Floor Plan*).
- 1.18 **“Land Conveyance”** shall have the meaning ascribed to it in Clause 18.2 below.
- 1.19 **“Project”** shall mean the project with RERA registration number as stated in recital (r).
- 1.20 **“PMC”** shall have the meaning ascribed to it in Clause 12.21 below.
- 1.21 **“Taxes”** shall mean and include Direct Tax and Indirect Tax.
- 1.22 **“Total Consideration”** shall mean the amounts payable/ agreed to be paid by the Purchaser for purchase of Flat along with other charges and deposit as set out at **Annexure “G”** (*Flat and Purchasers Details*).

2. **PLANS:**

The Owners shall construct/develop the said Project consisting of 4 towers with common podium and parking levels on the said Land and the said building known as **“Runwal Gardens City Cluster 6 Tower 6 to 9”** or any other name as may be decided by the Owners (hereinafter referred to as **“the said Building”**) for residential/commercial use or residential buildings with shops in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Owners shall be entitled to make such variations and modification as the Owners may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Owners, from the said concerned authority and/or such other global Floor Space Index (FSI) / (TDR) that may be available to the Owners in respect of the Larger Land. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/TDR, which may be increased by way of global FSI/TDR or otherwise howsoever from the said Land/ Larger Land, shall only be for the use and utilization by the Owners, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Apex Body or any other entity that may be formed in respect of the said Larger Land for conveying the land of the Said Larger Land including the infrastructure and amenities

therein.

3. **AGREEMENT:**

The Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree to sell to the Purchaser/s on ownership basis the said Premises more particularly described in **Annexure “E”** as well as the right to use the open areas if any attached to the said Premises as well as the common areas, amenities and facilities in the said Building and/or said Project for the Total Consideration as mentioned in **Annexure “I”**.

4. **PAYMENT:**

- 4.1. In addition to the above Total Consideration, the Purchaser/s has/have further agreed and accepted to pay the amount towards GST and/or any other taxes, charges, duties as applicable and stamp duty and registration charges/ fees, all deposit/charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, infrastructure charges, one time infrastructure charges for club house and various other charges which has been stated under this Agreement. All these shall be paid exclusively to the Owners and which shall be a part of the total consideration. The Purchasers shall also be liable to pay in addition to the sale consideration, any other new levies/ taxes/duties /surcharge/cess (direct and indirect) which becomes payable in respect of this Agreement either in future or with retrospective effect. The Owners shall confirm the final carpet area that has been allotted to the Allottee after construction of the said Building is complete and the Occupation Certificate is granted by the MMRDA or such other competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Owners. If there is any reduction in the carpet area, and if such reduction would be more than the defined limit of 3%, then the Owner shall refund the excess money paid by Allottee, within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Owners, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3%, then the Owners shall demand additional amount from the Allottee as per the next milestone of the payment plan towards Sale Consideration. It is clarified that the payments to be made by the Owner/Allottee, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Owner.
- 4.2. It is clarified that tax deducted at source (“TDS”) amount shall be paid/ deposited by the Purchaser/s to the relevant authority and said payment be reflected on the relevant government authority website and the Purchaser/s shall submit TDS certificates to the Owners. In the event of any error committed by the Purchaser/s in depositing TDS or in E-filing or in issuing TDS Certificates, the same shall be rectified by the Purchaser/s within a period of 15 (fifteen) days from the said error being brought to the notice of the Purchaser/s. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.
- 4.3. In case of any financing arrangement entered by the Purchasers with any financial institution with respect to purchase of the said Premises, the Purchasers undertake to direct such financial institution and shall ensure that such financial institution disburses/pays all the consideration amounts due and payable to the Owners through an RTGS/ NEFT/account payee cheque/demand draft drawn in favour of _____.
- 4.4. The Purchaser/s shall on or before delivery of possession of the said Premises also keep deposited with the Owners the amounts mentioned in **Annexure “H”**.

- 4.5. The Purchaser/s hereby agrees to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each amount being the essence of this Agreement. Dispatch of demand letter electronically or/and by post/ courier, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
- 4.6. Time shall be the essence of contract for all payments/ deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned in **Annexure "G"** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15 (fifteen) days, then and in such an event, the Purchaser/s agrees to pay to the Owners interest at the rate of the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. Provided however that, payment of interest shall not save the termination of this agreement by the Owners, at their discretion, on account of any default/breach committed by the Purchaser/s in payment of any outstanding amount or of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Owners will be appropriated in the manner as set out hereinafter in this Agreement. The aforesaid liability of the Purchaser/s to pay interest shall be without prejudice to the other rights, remedies and claim of the Owners under this Agreement and/or under the law.
- 4.7. It is expressly agreed between the Owners and the Purchaser/s that in the event of the Owners calling upon the Purchaser/s in writing to make payment of any deposits/ connection charges or any part thereof to any third party being any of the utility/ service providers, then the Purchaser/s agree to make such payment to such third party latest within 15 (fifteen) days from the date of receipt of the written notice from the Owners.
- 4.8. In addition to the sale consideration and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Owners on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Kalyan Dombivali Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- 4.9. The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this Agreement or otherwise, the Owners are entitled to raise, recover and receive the amount of interest at any point of time either during the construction of the said Premises or after the completion of the said Premises but before handing over possession of the said Premises to the Purchaser/s.
- 4.10. The Total Consideration and the deposits/charges as mentioned in this Agreement and in **Annexures "G" and "H"** hereto, are as per the current estimated cost for construction of the said Premises.
- 4.11. The Purchaser agrees and understands that Owner has agreed to sell the said Flat/premises to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at **Annexure "G"**, without any delay or demur for any reason whatsoever;
 - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.
- 4.12. It is clarified and the Purchaser accords his consent to the Owner that at their sole discretion to appropriate any payment made by him, notwithstanding any communication to the contrary, in any manner or as follows:
- First, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
 - Secondly, towards Interest due as on the date of payment;
 - Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total

- Consideration, dues and Taxes payable in respect of the said Flat/premises or any other administrative or legal expense incurred by the Owner on account of delay in payment by the Purchaser and consequential actions required to be taken by the Owner; and
- d. Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/Premises under the Agreement.

Without prejudice to all other rights and remedies available in law for the purposes of this Clause and this Agreement, "**Cheque Bouncing Charges**" shall mean the charges of Rs.2000/- (Rupees Two Thousand only) payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed'.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Owner.

5. **SECURITIZATION OF THE TOTAL CONSIDERATION**

- 5.1. The Purchaser hereby grants his irrevocable consent to the Owner to securitize the Total Consideration and/ or part thereof and the amounts receivable by the Owner hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the said Flat/premises and any payment made by the Purchaser to the Owner and/ or any bank or financial institution nominated by the Owner in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

6. **RIGHTS AND OBLIGATIONS OF OWNERS:**

- 6.1. The Owners hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any), which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation/completion certificates in respect of the said Premises.
- 6.2. The Allottee has been informed that the said Project is being developed as part of an integrated township project and the Owners are required to provide certain utility buildings, EWS housing, social amenities, institutional buildings, and other amenities/facilities/reservations on the larger land. The Owners are also entitled to amend the lay- out plan of the said Project and/or the said Larger land, other approvals in accordance with prevailing provisions of law or as may be required by the Owners, including acquisition of additional plots/Land/ adjoining land/properties in the vicinity and inclusion/ amalgamation of such plots of land in the lay out plan of the said Project/ Said Larger Land. FSI available on the said Larger Land in the form TDR/fungible/any extra or additional or proposed FSI is interchangeable and can be utilized for construction of various/ any clusters/buildings on any part/ entire area of the said Larger Land or such additional/amalgamated additional/ adjoining or plot in the vicinity. Accordingly, pursuant to obtainment of the requisite permissions and approvals, to enhance and improve the use, enjoyment, development and living experience or for better planning/planning efficiency, the Owners are combining and/or relocating certain reservations and amenities provided on the Larger land to another land or from another land to the Larger land. The Owners shall be entitled to use and undertake such development on the balance portion of the Said Larger land/amalgamated land as it deems fit and proper. The Owners assure and confirm that the aforesaid changes or modifications do not and will not adversely affect the area of the Said Premises.
- 6.3. In addition to the above, the Owners have further informed to the Purchaser/s that as per the prevailing laws, rules and regulations including Development Control Regulations, the Owners are additionally entitled to purchase and load Transferable Development Right ("**TDR**") on the said Land/Larger Land for construction purposes and the Owners shall be entitled to avail TDR in phases and carry out the construction activities on the said Land and / or the said Larger Land and on the building/s thereon as per the discretion of the Owners.

7. **DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:**

7.1. In the event that, -

- a. The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Owners under RERA, or
- b. The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of Land taxes of common area levied by concerned local authority and other outgoings, deposits etc.) and on committing three defaults of payment of instalments,
- c. And/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 7.1(b) and 7.1(c), the Owner shall have given to the Purchaser/s 15 (Fifteen) days prior notice in writing, by registered post AD at the address provided by the Allottee and mail at the Email address provided by the Allottee, of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within aforesaid period of 15 (Fifteen) days. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Owners have refunded any amounts to the Purchaser. The Purchaser consents and the Parties agree that 10% of the sale consideration and all taxes paid by the Purchaser to the Owners including GST, interest due and payable for delayed payments, any stamp duty, registration fee and registration expenses, brokerage, and other costs incurred by the Owner (hereinafter referred to as the **"Retained Amounts"**) shall stand forfeited. The Owners may refund the balance Total Consideration received after adjusting and retaining all the Retained Amount as set out below. Pursuant to the termination of this Agreement, the refund amount shall be deemed to be due and payable to the Purchaser/s by the Owners within 30 (thirty) days from the date of execution and registration of Deed of Cancellation of this Agreement. In the event that the Total Consideration paid till the date of termination is less than 10% of the sale consideration, the Owners shall be entitled to retain the entire Total Consideration paid till the date of termination. It is agreed that upon such termination, the Purchaser shall within 7 (seven) days sign, execute, and register Deed of Cancellation with respect to the said Flat/Premises. In the event Purchaser fails to do so, the Owners shall be entitled to retain all amounts paid by the Purchaser and the Purchaser shall not be entitled to claim any right, title and/or interest over the said Flat/Premises. It is agreed that the Owners shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Owners shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such consideration as the Owners may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded.

- 7.2. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owners within 7 (seven) days of such cancellation, failing which the amount would attract the interest at the rate of State Bank of India's Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI till such time that the payments are made.
- 7.3. The Owners shall also be entitled to adjust and retain any other amount which may be payable to the Owners by the Purchaser/s.
- 7.4. In the event that the Purchaser/s terminates this Agreement due to failure of the Owners to give possession of the said Flat/Premises within the period agreed herein, the Owners shall refund to the Purchaser/s the booking amount/earnest money till then paid by the Purchaser to the Owners with interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage whatsoever on account of any difference of the amount in the rate at which the Purchaser/s booked the said Flat/ Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received

by the Owners from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owners within 30 (thirty) days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

7.5. If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the “**Lender**”) against the security of the said Flat/Premises for which a written NOC/ consent and approval of the Owners has been issued, then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the total consideration amount (b) the Purchaser/s deciding to cancel this Agreement, and/ or, (c) the Owners exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Owners and receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser’s obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

7.6. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards total consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Owners to charge interest on such delayed payment from the Purchaser at the rate of the State Bank of India’s Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

8. **AMENITIES:**

The Owners have agreed to provide the amenities/ facilities in the said Premises as per details mentioned in the **Annexure “I”**.

9. **COMMON AREAS AND RESTRICTED AREAS:**

9.1 It is expressly agreed that the Purchaser/s shall be entitled to use in common with other purchasers/ occupants in the said Building on the Said Land, the common areas and facilities, the nature, extent and description of such common facilities are set out in the **Annexure “I”** hereunder written. It is hereby agreed that the areas mentioned in the **Annexure “I”** under the heading Common Areas/Facilities only shall be common areas/facilities and the Owners shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of premises in the said Building.

9.2 If any additional common amenities and facilities are provided (in addition to the amenities and facilities provided in the said Land) then the Owners may, at its discretion, permit the Purchaser/s to use in common these additional common amenities facilities as per the terms and conditions that may be laid down by the Owners for the same on payment of additional costs/charges. The Purchaser shall have no right, title or interest whatsoever, on the balance portion of the Larger Land or the development being carried on the balance portion of the Larger Land.

9.3 The rights of the Owners and the Apex Body/Apex Bodies in the amenities and facilities to be developed on the said Land/Larger Land shall be decided by the Owners at its sole discretion.

9.4 The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities in the said Land including amenities like club house/fitness center and in the said Larger Land will be completed in a phased manner and the same may not be ready at the time of possession of the said Premises and the Purchaser/s hereby agree not to raise any dispute and/or make any demand in this regard at any point of time.

- 9.5 The Purchasers hereby agree not to object or create any hindrance to the construction/development of the Larger Land, and upon the Purchaser objecting or creating any hindrance to the same, the Owners shall be entitled to recover from the Purchaser and the Purchaser shall be liable to pay the Owners, any costs, expenses, losses and/or damages suffered by the Owners due to such objection or hindrance.

10. CLUB AND OTHER FACILITIES

- 10.1 The memberships of the club/fitness center or other facility shall be permitted only to the flat purchaser/flat owner and their families residing in such flat/ premises and on payment of fees as may be decided by the Owners/Project Management Agency (defined hereinafter) from time to time. Similarly, the guests of the purchasers and/or the occupant occupying the flat on rent may be permitted to use club/fitness center or other facility subject to the rules and regulations framed by the Owners/PMC (*as defined hereinbelow*) and payment of guest charges, if any as determined by the Owners/ PMC from time to time. The operation of the club/fitness center or other facility and membership of the same will be subject to the terms and conditions/ rules as may be framed and /or charges that may be levied by the Owners/PMC from time to time and the Purchaser confirms and agreed to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.
- 10.2 The right to use the facilities shall be personal to the flat purchaser in the Said Building and shall not be transferable in any manner to any third person or party whatsoever. The Owners may permit to the transferee of the flat upon the sale/transfer of the flat by the Purchaser/s. In the event, the flat is sold/ transferred by the Purchaser/s, the membership (and all rights and obligations thereto) may be transferred to the transferee/ new owners of the flat, upon them making application for the same and agreeing to abide by the terms, rules and regulations. It is however, clarified that the Owners/PMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.
- 10.3 The Purchaser/s is obliged and agrees to pay subscription and usage charges as mentioned in **Annexure "H"**. Such subscription and usage charges shall be applicable from the date of start of operations of the Club/fitness center or the Date of Possession, whichever is later. Such subscription and usage charges shall be payable annually in advance (for following financial year) to the Owner/PMC, failing which the Purchaser/s shall not be entitled to use/ access the Club. The subscription and usage charges shall be increased on an annual basis as per Reserve Bank of India CPI inflation Rate (per cent). The Purchaser is aware that in addition to the aforesaid subscription and usage charges, the Purchaser/s shall be obliged to and agrees to pay usage charges, if any, for specific service(s) availed of by the Purchaser, as per rates determined by Owner/PMC.
- 10.4 The Purchaser is aware that the Owners are not in the business of or providing services proposed to be provided by the any service providers or PMC or through the service providers or PMC. The Owners does not warrant or guarantee the use performance or otherwise of these services provided by the respective service providers or PMC. The Parties hereto agree that the Owners are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise or these services provided by the respective service providers or PMC.
- 11. BUILDING CAM CHARGES, APEX CAM CHARGES, PROPORTIONATE SHARE OF LAND TAX OF COMMON AREAS AND REIMBURSEMENT CHARGES**
- 11.1 For the purpose of this Agreement and more specifically this Clause, Building CAM Charges shall mean the common area maintenance charges required to be borne by the Purchaser in respect of all amenities and facilities provided with respect to the Said Building or the buildings as the case may be. The Building CAM Charges shall be borne and paid by the Purchaser in common with other allottees of the Said Building in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the Said Building. Apex Body CAM Charges shall mean the common area maintenance charges to be paid by the Purchaser as set out in **Annexure "H"** hereto, in respect of amenities and facilities provided in the Larger Land including common access roads, street lights, common recreational spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewage treatment plant and other common amenities, facilities and conveniences in the layout of the Larger Land. Reimbursements shall include all expenses directly or indirectly incurred by the Owner in providing or procuring services/facilities other than the said Flat/premises including but not limited to electricity deposit reimbursement, administrative expenses, legal expenses and all

applicable taxes thereon.

- 11.2 The Owners have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax and other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said Project/Said Land/ said Larger Land to the competent Authorities only till the Possession Date (*defined hereinafter*) plus a period of 7 (seven) days as more particularly described in this clause after which Purchaser/s only shall be liable to bear and pay proportionately such rates, taxes, charges etc. along with other purchasers.
- 11.3 Property Tax in respect of the Flat, as determined from time to time by KDMC/any other concerned authority, shall be borne and paid by the Purchaser on and from the Date of possession regardless of whether the Purchaser takes possession of the said Flat/premises separately from any of other consideration/levy/charge/CAM Charges, etc.
- 11.4 The Purchaser also undertakes to make payment of the proportionate share of land /Property taxes/local taxes of common area for the _____ simultaneously with the Building CAM Charges becoming payable as per the terms stated herein.
- 11.5 In the event of a shortfall between the amount deposited with the Owners by the purchasers towards proportionate share of land tax/local tax of common area and the demand raised by the authorities (Shortfall Amount), the Owners shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Owners within 15 (fifteen) days of receipt of intimation from the Owners, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 (five) per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Owner shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 11.6 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities towards the land tax for the common area, the same shall be handed over to the Apex Body at time of handover of the affairs of the Apex Body to the purchasers.
12. **RIGHTS OF OWNERS:**
- 12.1. It is expressly agreed that the right of the Purchaser/s under this Agreement is strictly subject to the timely payments made by the Purchaser/s and is anyway only restricted to the said Premises agreed to be sold by the Owners to the Purchaser/s and all other premises and amenities in Larger Land shall be the sole Land of the Owners and the Owners shall be entitled to sell, lease deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.
- 12.2. The Owners shall be at liberty and be entitled to amend the lay-out plan of the Said Larger Land , the building plans, other approvals for in accordance with prevailing provisions of law, including but not limited to:
- a. Acquisition of additional plots/Land/ adjoining Land and inclusion of such plots of land in the lay out plan of the Larger Land and,
 - b. Amalgamation of the Said Land/said Cluster 6 Land/Larger Land with any adjoining plots of land,
- 12.3. The Purchaser/s and/or the Society ("**the Organisation**") /apex organisation ("**Apex Body**") or any other body formed by the purchasers/ of the building on the said Land and/or Cluster 6 Land and/or the Larger Land shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Owners to carry out the necessary acts, deeds, matters and things.
- 12.4. The Owner plans to construct and develop the said Land or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the provisions of RERA and inter alia will include the following: -
If the Floor Space Index (FSI), by whatever name or form is increased: (a) in respect of the Said Land/Cluster 6 Land/Larger Land and/ or additional construction (i.e. more than what is envisaged at present) is possible on the Said Land/Cluster 6 Land/ Larger Land, (b) on account of Transfer of Development Rights (TDR) (or in any

other similar manner) available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/tower, then in such event, the Owners shall be entitled to construct such additional floors, tower/s as per the revised building/s plans.

- 12.5. The Owners shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute Land of the Owners alone.
- 12.6. The Owners will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Premises to which the Purchaser/s shall not have any right to object and it is expressly agreed that the Owners shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the Said Land/ said Cluster 6 Land/Larger Land or on the buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Owners are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in the total consideration of the said Premises agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Owners. The Owners shall be entitled to install its logo in one or more places in or upon the building/s and the Owners reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- 12.7. The Purchaser/s hereby further agrees and covenants with the Owners to sign and execute all papers and documents in favour of the Owners or otherwise as may be necessary, under the prevailing rules and regulations, for the purpose of enabling the Owners to construct the aforesaid additional building/s, structures and/or additional towers/floors in accordance with the plans relating thereto or such other plans with such additions and alterations as may be required. Owners may get the plans approved or sanctioned from the Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building/s, structures and/or additional towers/floors in the Said Land and/or said Cluster 6 Land and/or the Larger Land upon provided the size and location of the said Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected.
- 12.8. The Purchaser/s is/are aware and confirms that the Owner shall be entitled to complete the development of the Said Land/ said Cluster 6 Land/ Larger Land in a phase wise manner.
- 12.9. The Owner shall not be required to obtain consent in the following events:
- a. Any minor additions or alterations.
 - b. Any addition or alterations to any club house, common areas, amenities, etc.
 - c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 12.10. The Purchaser/s agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Owners for carrying out amendments, alterations, modifications variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, tower or towers and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.
- 12.11. The Owners shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the Said Land or the Said Larger Land.
- 12.12. It is agreed between the parties that all undertaking, declaration, indemnity bond/ bonds, deeds and writing/s given/ executed by the Owners in favour of the concerned bodies/authorities in respect of the Said Land and/or Said Larger Land and its development shall be binding upon the Purchaser/s and Organisation/Apex Body formed of the purchaser/s of said Flat/ Premises.
- 12.13. In the event of the Organisation/Apex Body being formed and registered before the sale and disposal by the

Owners of all the flats / Premises in the building/s, the power and authority of the Apex Body/ Organisation so formed or that of the Purchaser/s and the purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the Owners in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Owners shall have the absolute authority and control as regards the unsold flat/ Premises and disposal thereof. The Owners shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ Premises, if any. In case the Organisation is formed before the disposal by the Owners of all the flats / Premises then the Owners shall at its option (without any obligation) join in as a member in respect of such unsold flats / Premises and as and when such flats/ Premises are sold, the Organisation shall admit such purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

- 12.14. Till the entire development of the Said Larger Land is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Owners alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Said Land and the common facilities or the amenities proposed to be provided in the Larger Land and the Purchaser/s shall have no right or interest in the enjoyment and control of the Owners in this regard.
- 12.15. The Purchaser/s is/are aware that the Owners will be developing the Said Larger Land in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same on any part of the Said Larger Land in such manner as the Owners deem fit and the Owners shall be entitled to grant, offer upon or in respect of any portion of the Said Land, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the Said Land in such manner as may be desired by the Owners and the Purchaser/s expressly and consents to the same.
- 12.16. The Owners shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Land/Cluster 6 Land/Larger Land or any part thereof and/ or the building/s being constructed/to be constructed thereon, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Premises which is agreed to be sold to the Purchaser/s.
- 12.17. In the event of the Owners having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Owners in proportion to the carpet area of the said Flat/ Premises or otherwise as may be determined by the Owners and non- payment of the same, shall constitute a breach of this Agreement.
- 12.18. The Owners shall have the right to designate any space in the Said Land 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 buildings that may be developed on the Said Land. The Owners shall also be entitled to designate any space in the Said Land 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 Said Land and the building/s constructed thereon.
- 12.19. Under the present Agreement, the Owners have, given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the Said Land which at the sole discretion of the Owners is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and the Purchaser/s have granted their binding consent to make any such shifting of common facilities and the Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Owners or their nominees or transferees on this account.
- 12.20. Notwithstanding the other provisions of this Agreement, the Owners shall be solely entitled to manage themselves or to appoint any person entity/ies, or organisation/s, or agency/ies as **"Project Management**

Company” (“PMC”) to manage the operation and maintenance of the building(s), the infrastructure, common amenities and/or the facilities on the Said Land and/or the Larger Land for a period until the Organisation/ Apex Body is formed and the charge for maintenance is handed over to the Organisation/ Apex Body or until Said Land/Larger Land is developed (at the complete discretion of the Owner). The Owners shall have the authority and discretion to negotiate with such PMC and to enter into and execute formal agreement/s authorizing it/them for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the PMC shall be borne and paid by the occupants of the buildings that may be developed in the Said Land/Larger Land including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges.

- 12.21. In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owners or the PMC, including without limitation, payment of the Purchaser'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 Said Land/larger land and common areas and facilities within the Said Land/larger land and buildings constructed thereon and inclusive of the payment fees of the PMC. The Owners can charge separately for all facilities on the Said Larger Land. The Owners shall at their own discretion convey or retain the amenities, infrastructure facilities open areas, buildings constructed on the Said Larger Land.
- 12.22. The Owners shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Said larger Land and the buildings thereon, till such time as the Larger Land together with the buildings constructed thereon are transferred to the Organisation/Apex Body.
- 12.23. Save and except or otherwise not to reduce any area of the said Premises, the Owners shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the Said Land and Larger Land. The Owners shall also be entitled to use utilize and consume the development potential of the Said Land and Larger Land on any portion of the Said Land and Larger Land in the manner as the Owners may deem fit and proper in their absolute discretion.
- 12.24. The Owners may opt to develop the Said Larger Land as an integrated township as per its master plan and approvals/ permissions including LOI, Layout approval etc, to be obtained from MMRDA and any other concerned authorities according to the provision of law applicable from time to time.
- 12.25. The Owners shall be entitled to amend, modify and/ or vary the tentative layout plan and/or building plans, and/or the specifications in respect thereof, without reducing area of the said Premises.
- 12.26. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in the brochures, pamphlets, literature and/or Plan and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 12.27. Irrespective of disputes if any, which may arise between the Owners and the Purchaser/s and/or the Organisation/ Apex Body, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Owners, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Owners and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.
- 12.28. The Owners shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Said Land for use on any part of the Larger Land to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the Said Land/Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
- 12.29. The Purchaser/s is/are aware that as per the present Development Rules if the FSI/ TDR of Staircase and Lift well is available for development, on payment of premium or otherwise, the Owners shall be entitled to utilize the same, either by constructing additional floors and/ or by utilizing the same in remaining buildings to be

constructed on the Said Land/ Larger Land and/ or on any vacant area of the Said Land/Larger Land, and the Purchaser/s shall not object to the same by any means whatsoever.

- 12.30. In order to facilitate development and/or to explore total commercial/residential potential, of the Said Land/Larger Land, Owners shall be entitled to sub divide/amalgamate the Said Land/Larger Land with the neighboring land, and/or after sub division/ amalgamation again amalgamate/ sub-divide the Said Land/Larger Land, and/or from time to time, apply for and obtain revised approved plans and/or ask for any modification and/or change the approved plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Owners exercising their aforesaid power.
- 12.31. Under the present Agreement, Owners have agreed to sell and transfer only the said Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the Said Land/Larger Land or in the said Project any part thereof or in the buildings on the Said Land/Larger Land or any part thereof, save and except the said Premises. The Purchaser/s shall have right only in respect of the said Premises agreed to be sold to him/ her/ them and only upon full payment of the Total Consideration and other charges and deposit, which is agreed in this Agreement.
- 12.32. Under the present Agreement and at this stage, Owners intend to use actual FSI and TDR along with any additional FSI/ TDR available on payment of premium on the Said Land and Plans have been approved presently only of an actual FSI of the Said Land. The Owners, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in accordance with provisions of law, in respect of the Said Land/Larger Land and TDR of any other Land on the Said Land/Larger Land for construction of buildings/ additional buildings/ towers/ floors on the Said Land/Larger Land.
- 12.33. The Owners shall be entitled to purchase, load, consume additional and/or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible under the applicable laws.
- 12.34. The Purchaser/s do hereby give their consent and no objection to the Owners for carrying out any such additional construction upon any part of the Said Land/Larger Land as permissible under applicable law. The Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives express consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- 12.35. The Owners shall be entitled to sell flats/premises in the said Building/the Project for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes, Legal or Accountant office and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat/ Premises for such purposes.
- 12.36. The Owners intend to either retain or to sell the parapet walls of terrace, blank wall on the external periphery of building/s which may be constructed on the Said Land (hereinafter called "**the said hoarding space**"). The retention/ sale of such hoarding space will be only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Owners or the occupiers/conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and the Owners/ the purchasers of the hoarding space shall also bear and pay the municipal corporation taxes and other taxes directly or through the Owners or the Organization . For the above purposes, the Owners/the purchasers of the hoarding space shall have free, unhindered and clear access to the terrace of the building/s at all times on all days of the year. The Owners or the Purchaser/s of the hoarding

space shall not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Owners or purchaser of such hoarding space for admitting the Owners or purchaser of such hoarding space as nominal member of the Organization. This is a written confirmation given by the Purchaser/s to the Owners or the prospective purchaser/s of such hoarding space from the Owners and also the Organization.

- 12.37. The Purchaser/s hereby grants their consent to the Owners for mortgaging the Larger Land or any part thereof along with the building/s being constructed on the Said Land in favour of any bank, financial institutions, body, trust persons etc., to enable the Owners to augment the fund for the Owners for development of the Larger Land or any part thereof. The Owners shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document of the proportionate area of the Said Land in favour of the organization to be formed of the purchaser/s in the said Buildings.
- 12.38. The Purchaser/s hereby also grants its authority, permission and consent to the Owners and agrees and undertakes that:
- i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Owners and which the Owners may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
 - ii) The Purchaser/s shall have no claim save and except the said Premises hereby agreed to be sold to him/her/them hereunder and all open spaces, parking spaces, lobbies, common space, parking stilt, podium or basement, staircases, garden, club, gymnasium, terraces, recreation spaces etc. remain the Land of the Owners until the Land and the said Building/s and the said Project on the Said Land/Said Larger Land may be transferred/ conveyed to the Organization/Apex Body/Federation as herein, mentioned.
 - iii) Unless the context otherwise suggests or warrants, all obligations, terms, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Organization/Apex Body.
 - iv) For all or any of the purposes mentioned under this Agreement, the Owners shall be entitled to keep and/ or store any construction materials, on any portion of the Said Land/Larger Land for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Owners may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
 - v) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Owners, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the Said Land/Larger Land and/ or on adjoining properties.
 - vi) The Owners have provided and/or will provide certain amenities plot/area/facilities to the local municipal corporation as per the terms of the plans approved by such municipal corporation. The Purchaser/s or their nominee or assignee or the Organisation/Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/FSI and any other benefits/ advantages present or future arising out of the said amenities plot/ area/ facilities shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits,

areas under the podium shall solely and exclusively belong to the Owners and Purchaser/s and/ or the Organization shall not raise any claim or objection on the same.

- vii) The Owners have further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the aforesaid amenities plot by any reason whatsoever nature, the Owners will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or the Organization will not have any claim, objection or protest of any nature at any time in future hereafter.
 - viii) In the event of a portion of the Said Land being notified for setback prior to the transfer of the Said Land to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Owners alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim on the same.
 - ix) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the Said Land, Said Building, open space, car parking (except the space allotted as per the terms of this agreement), amenities plot save and except the said Premises which is agreed to be sold under this Agreement.
 - x) The Owners have further informed to the Purchaser/s that the Owners will be developing the adjoining plots/ properties and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Owners.
 - xi) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat/ Premises indicating the location and car parking number/s.
 - xii) The terrace on top of the said Building shall be a part of the common area/amenities available and no individual Purchaser shall have exclusive right to the same.
- 12.39. It is expressly agreed between the Parties that the Total Consideration payable under **Annexure "E"** and **Annexure "G"** by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of Total Consideration under **"Annexure "E"** and **Annexure "G"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Owners due to such consent not being granted to the Owners.
- 12.40. Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

13. POSSESSION:

- 13.1. The possession of the said Premises shall be delivered to the Purchaser/s after the said Premises is ready for handing over provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of this Agreement and subsequent writings (if any) of the said Premises are duly paid by the Purchaser/s and subject to the Purchaser not being in breach of any of the terms hereof. Subject to force majeure, the Owner will endeavor and expects to give the possession of the said Premises to the Purchaser/s on or before **31st May 2027** along with an extension of 12 (twelve) months ("**Possession Date**") or such extended date as may be allowed by MahaRera from time to time.

Provided however, that the Owners shall be entitled to reasonable extension of time from the Possession Date for giving delivery of the Premises ("**grace period**"), if the completion of the Project is delayed on account of any or all of the following factors: -

- (a) Any force majeure event like war, civil commotion or act of God.
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- 13.2. The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities and the car

parking spaces in the Said Land/Project including amenities like club house/ fitness center etc. are common for all 9 towers to be constructed on the Cluster 6 Land and will be completed in a phased manner and hence the same may not be ready at the time of possession of the said Premises as mentioned in clause 13.1 hereinabove. However, all common amenities/facilities to be used only by the purchasers in the said Project, will be ready with the completion of the said Project on the Said Land. The common amenities/ facilities to be used in common by all purchasers in township project on the said Larger Land will be ready with the completion of the said integrated township Project "My City Phase II". The Purchaser/s hereby agree not to raise any dispute in this regard at any point of time.

- 13.3. The Possession Date of the said Project shall be based on the issue of the last Occupation Certificate in respect of the last building of the said Project or last part thereof. The Owners shall be entitled to a grace period of (12) Twelve months beyond the aforesaid Possession Date and any further extension as may be applicable.
- 13.4. If the Owners are unable to or give possession of the said Flat/ Premises to the Purchaser/s in the time prescribed in 13.1 & 13.3 above, the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Owner in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a.
- 13.5. The Purchaser/s agrees that the refund of the payment and the interest/damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Owners for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.
- 13.6. The Purchaser/s shall take possession of the said Premises within 7 (Seven) days of the Owners giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said Premises within the said period, the same shall be a breach of the terms of the Agreement. Without prejudice to the Owner's right to terminate the Agreement in such an event the Owner may, in its discretion, condone the delay, and/or default, by the Purchaser/s on the condition that the Purchaser/s shall, in addition to all its other liabilities and obligations herein, including payment of all due amounts, bear and pay to the Owner the holding charges at the rate of Rs.10/- per square feet of the carpet area including any other charges to upkeep the said Premises after the expiry of 2 (two) months from the date of offer of possession, till the Purchaser/s is/are in full compliance with its obligations under this Agreement. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of non-payment, Owners shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Premises from the expiry of 7 (seven) days from the notice of possession.

14. BUILDING PROTECTION DEPOSIT

The Purchaser/s shall, on or before the Possession Date, pay to the Owners the Building Protection deposit which shall be returned to the Purchaser after completion of fit-out/interior work by the Purchaser/s and subject to the possession policy and policy of permissible changes of the Owners.

The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Owners about completion of all fit-out or interior works in the said Premises. On receiving this notification, the Owners representatives/ nominees shall inspect the said Premises, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

In the event any violations are observed by the Owner's representatives/nominees then same shall be intimated to the Purchaser/s and the Purchaser/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser/s fails to do the same, then the Owners shall get

the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

15. DEFECT LIABILITY

If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Owner 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 Owner at its own cost and in case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Owner, compensation for such defect in the manner as provided under the RERA. It is clarified that the Owner shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Owner in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacture directly and the Owner shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void. It is further agreed that if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents or by others occupying the said Building/s, then the Owners shall not be liable for the same.

The obligation under the Defect Liability Provisions of this Agreement will be immediately discharged if any such changes are made to the following: -

- a. Elevators, Water pumps, Firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS).
- b. Civil, Electrical, Plumbing, Waterproofing etc.

16. CAR PARKING

- 16.1. The Purchaser/s is/ are aware that as a part of the said Building, the Owners are constructing multilevel podiums which consist of several covered/ stilt /podium/ stack/ mechanically operated car parking spaces and open car parking spaces to be used by the purchasers of the premises in the Building/Project.
- 16.2. The Owners hereby have right to sell/ allocate the closed/covered car parking space/s as indicated in **Annexure “_____”** hereto (hereinafter referred to as **“the said Car Parking Space”**). The exact location of the Car Parking Space allocated to the Purchaser/s shall be as per the Owners discretion and finalized by the Owners and will be handed over at the time of handing over possession of the said Premises.
- 16.3. The Purchaser/s is/ are aware that only open car parking space/s (if allotted) is/are part of the building common areas and amenity with Purchaser's right of use and shall be owned by the Owner/Organization and the Purchaser's right of use such open car parking space/s shall be subject to the rules and regulations as and when framed in respect of the said Building/Project.
- 16.4. The Purchaser/s is/are aware that the Owners shall be allocating other car parking space/s like cover/ stilt/ podium/ stack etc. to several purchasers of the premises in the said Building to avoid any dispute between the purchasers of the flats/premises and to ensure adequate car parking for all the purchasers of the flats/premises in the said Project/Said Land and the Purchaser/s undertakes not to raise any objection in that regard and the rights of Purchaser/s to raise any such objection shall be deemed to have been waived. The car parking spaces so allocated shall be confirmed by the Organisation of the flat purchasers.

- 16.5. The Purchaser/s hereby accords his/her/their irrevocable and unconditional consent to the Owners to sell/allocate the other car parking spaces to the purchasers of the respective flat/ Premises in the said Building. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/Apex Body, as contemplated herein, cause such Organization/Apex Body to confirm and ratify and/or shall cause the Organization/Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Owners to the various purchasers (including the Purchaser/s herein) of the Premises in the Building/Projects. The allocation is for smooth functioning and to avoid disputes between the purchasers.
- 16.6. The Purchaser/s are aware that the car parking spaces belong to the Owner only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Owner under a separate allotment letter and or an Agreement in respect of covered car parking spaces is executed by the Owner. The security of Owner shall have every right to remove any such car/vehicles parked by purchasers, Ad-Hoc Committee/Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the Said Land, to whom, the Owner have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Owner in writing permits the same.

17. ORGANISATION AND APEX BODY AND FINAL TRANSFER DOCUMENTS:

17.1. Formation of the Society and /Other Societies:

- i. The Owner may form separate societies for each building or a single society for some of the buildings in the Project or a common society for all the buildings in the said Project as the Owners deem fit.
- ii. Upon 51% of the total number of units/flats/premises in each building or some of the buildings or the said Project, as the case may be, being registered by allottees, the Owners shall initiate the process for applying to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/flats/premises in that said Building or some of the buildings or the Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- iii. The Allottee shall, along with other allottees of premises/units/flats in the said Building or some of the buildings in the Project as the case may be, 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 said Building or some of the buildings in the Project as the case may be, in which the allottees of the respective premises in the said building or the said Project or some of the buildings in the project alone shall be joined as members ("**the Society**").
- iv. For this purpose, the Allottee 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 Owner within 7 (seven) days of the same being made available to the Allottee, so as to enable the Owner to register the Society. No objection shall be taken by the Allottee 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.
- v. The name of the Society shall be solely decided by the Owners.
- vi. The Society shall admit all purchasers of flats and premises in the said Building or some of the buildings in the the said Project as the case may be, as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Owner

calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.

- vii. The Owner shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Building/ Project/Cluster 6, if any. Post execution of the Society Conveyance (as defined hereinafter), the Owner shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Owner shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Federation for the sale / allotment or transfer of the unsold areas in the said building/ the Project/Phase Cluster 6 or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs..... per month in respect of each unsold premises towards the outgoings.
- viii. Once the Society for the said Building/ Project/cluster 6 is formed and duly operationalized as the case may be, the Society will take over and shall be responsible for the operation and management and/or supervision of the said building/Project/Cluster 6 and its common areas, amenities and facilities, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the occupation certificate of the said building, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined.
- ix. It is clarified that the Owner may at its sole discretion form separate societies for each building in the Project/Cluster 6 ("Other Societies") or a Society for some of the buildings in the said Project/Cluster 6 or a common society for all the buildings of the said Project/Cluster 6 as the case may be.
- x. 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 and/or the Common Society, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Owner for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/ Common Society and their respective members/intended members including the Allottee, as the case may be, and the Owner shall not be liable towards the same.

17.2. Conveyance to the Society and Other Societies:

- i. Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to last building of said Cluster 6, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises/flats in in the said Cluster 6, whichever is later or latest, the part of the said building comprising the habitable floors and common areas and amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Owner and shall not be conveyed to the Society ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone.
- ii. The Owner shall execute and register similar conveyances in favour of the Other Societies with respect to their respective buildings.
- iii. The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the Larger Land and the Allottee shall not raise any claim or demand in respect thereof.
- iv. It is clarified that the Project Common Areas and Amenities will be conveyed/ handed over to the building society or a Society of the some of the buildings in the said Project or common Cluster 6 Society as the case may be and as decided by the Owners.
- v. It is further clarified that the Owner may form separate societies for the various buildings/towers/wings forming part of the various phases/clusters of the Township Project ("Other Phase Society/ies") and such common societies comprising one or more Other Phase Society/ies ("Other common Society") as the Owner may deem fit and proper.

17.3. Formation of the Apex Body/Organization :

- i. Within a period of 3 (three) months of obtainment of the full Occupation Certificate or full completion certificate of the last building in the township project i.e. My City Phase II, the Owner shall initiate the process for applying to the competent authorities to form an Apex Body/Organization of societies comprising the Society and/or common society of Cluster 6 buildings and/or Other phase Societies and/or other phases common societies, as the case may be, and as the Owner may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules ("Federation").
- ii. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body/Organization, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Owner for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or common society of Cluster 6 buildings and/or Other phase Societies and/or other phases common societies, as the case may be and its members/intended members, and the Owner shall not be liable toward the same.
- iii. Till the Apex Body/Organization is formed and operationalized, the Owner shall undertake the maintenance and management of township common areas facilities and amenities (excluding those handed over to the Society/ Other Societies/ Other Phase Common Society/ies under their respective Society Conveyance). Once the Apex Body/Organization is formed and operationalized, the Apex Body/Organization will take over and shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Owner shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Apex Body/Organization from time to time.

17.4. Conveyance of the Larger Land to the Apex Body/Organization:

- i. Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises/flats in the township project, whichever is later or latest, the Owner shall execute and register an Indenture of Conveyance whereby the Owner shall convey all its right, title and interest 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 respective the Society and/or common society of Cluster 6 buildings and/or Other phase Societies and/or other phases common societies in favour of the Apex Body/Organization ("Apex Conveyance"). It is clarified that the portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to the MMRDA or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Apex Body/Organization.
- ii. The Allottee and/or the Society and/or common society of Cluster 6 buildings and/or Other phase Societies and/or other phases common societies and/or the Apex Body/Organization shall not raise any objection or dispute if the area of the Township Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Township Project or for any other reason of the like nature.
- iii. The The Apex Body and all its member societies shall be required to join in execution and registration of the Apex Body/Organization Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body/Organization alone.
- iv. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body or the Federation on their formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings on the Said Land/Larger Land and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Society/Organisation and/ or the Apex Body regarding occupation and use of the Flat/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

18. COVENANTS BY THE PURCHASER/S:

- 18.1. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Premises for any purpose other than for the purpose mentioned above except with the written permission of the Owners or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s' own vehicles. The Purchaser/s shall not use the open spaces/ parking/stilt/podium area etc. for parking their vehicles without prior written permission of the Owners/ Organization as the case may be.
- 18.2. The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Owners. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.
- 18.3. Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Building, save and except the access road as provided by the Owners.
- 18.4. The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Owners have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/TDR/ DRC shall be for the sole benefit of the Owners alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Owners have executed registered undertaking in favour of the Municipal Corporation.
- 18.5. The Purchaser/s with an intention to bring all persons in whose hands the said Flat/Premises may come, doth hereby covenant with the Owners as follows:
- a. from the date on which the Purchaser/s are offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or any common areas including but not limited to any staircase/s or any passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the building and/or the said Premises or part thereof.
 - b. Not to store in the said Flat/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 said Building in which the said Flat/ Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors which may be damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Flat/ Premises is situated including the entrance thereof. In case any damage is caused to the said Flat/Premises or the building/s or the common areas on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
 - c. To carry at the Purchaser's own cost all internal repairs to the said Flat/Premises and maintain it in good condition, state and order in which it was delivered by the Owners to the Purchaser/s and shall not do or suffer to be done anything in the said Flat/Premises which is in contravention of rules, regulations and bye-laws laid down by the Owners or of the concerned local authority or other public authority.
 - d. Not to demolish or caused to be demolished the Flat/ Premises or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Flat/Premises or any part thereof, nor alter the elevation and outside colour scheme of the said Building/s and to keep the portion, sewers, drain pipes in the flat/Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of

the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises.

- e. Not to do or permit to be done any act which may render void or voidable any insurance of the Said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- f. Not to enclose the balcony area or flowerbed inside the said Premises without express written permission of the Owners.
- g. To use the said Flat/Premises only for residence and not to use the said Premises for any unlawful uses or purposes, which is prohibited/ restricted in law.
- h. The Purchaser/s shall not carry out any structural changes/ modification inside of the said Premises and also shall not decorate change or modify the exterior of the said Premises or any part thereof.
- i. Not to carry out any illegal activity from the said Flat/ Premises which is against the interest of the Organisation/ other purchaser/s in the said Building.
- j. Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Said Land and the building/s thereon and not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the Said Land and the building/s thereon or any part of the LargerLand.
- k. Pay to the Owners within 7 (seven) days of demand by the Owners, his/her/their/its share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/s.
- l. To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the municipal corporation and/or Government and/or other public authority on account of change of user of the said Premises or otherwise.
- m. To bear and pay works contract tax, GST, etc. and such other levies, if any, which may be imposed with respect to the construction on the Said Land and/or any activity whatsoever related to the said Premises by the Corporation and/or State/Central/ Government and/ or Public Authority from time to time.
- n. To bear and pay increase in all local taxes, water charges, insurance premium etc. and such other levies, if any, which may be imposed by the Corporation and/or State/ Central/ Government and/ or Public Authority and/or concerned local authority, from time to time, on account of change of user of the said Premises by the Purchaser/s.
- o. Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat/Premises until all the dues payable by the Purchaser/s to the Owners under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Owners. The Owners will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Owners may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Owners and will forthwith pay and abide by the same.
- p. Till the management of the Building is handed over to the Organisation and/or the Apex Body, the Purchaser/s shall allow the Owner/society/organization, its surveyors and agents at all reasonable times,

to enter into or upon the said Flat/Premises to view and examine the state and condition thereof and to carry out repairs.

- q. Not to change the external colour scheme or the pattern of the colour of the said Building.
- r. Not to change exterior elevation or the outlay of the said Building/s.
- s. Not to fix any grill to the Building/s or windows except in accordance with the design approved by the Owners. The split unit air conditioners should be appropriately installed in the place provided by the Owners.
- t. The Purchaser/s shall not enclose their respective terrace/ balcony till the permission in writing is obtained from the concerned local authority and the Owners or the Organization as the case may be.
- u. Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Owner shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or outside area of his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- v. The work of waterproofing, repair of internal leakages or repairs of any damages to flooring in the said Flat/Premises to be done only through licensed plumbing/waterproofing contractor as approved and appointed by the Owners at costs and expenses of Acquirer.
- w. The Purchaser/s shall not do or suffer to be done anything in the said Premises or in the Said Land/Larger Land or the said Building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owners in that behalf.
- x. During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Owners then such contractor/ workmen/ agents/representatives will be removed forthwith and will not be allowed to re-enter the said Flat/Premises again.
- y. The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays.
- z. The Purchaser/s shall extend full cooperation to the Owners, their agents, contractors to ensure good governance of such works.
- aa. The Purchaser/s is/are further made aware that the Owners are engaged in the business of construction, development and redevelopment of immoveable properties and during the construction of the building/s on the Said Land and after completion thereof, the Owners may desire to show the said Building/s and or any areas therein including but not limited to common areas to various prospective clients of the Owners including inter alia occupants of building/s which the Owners are redeveloping or proposing to redevelop and accordingly, the Owners may arrange for site visits to the Said Land and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the Said Land for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.
- bb. The Owners may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Said Land and the buildings thereon in advertisements,

publications, brochures, and such other marketing and/or promotional materials as the Owners may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.

- cc. The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the KDMC/MMRDA whilst granting various approvals for the purpose of construction of the Said Land and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by KDMC/MMRDA and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents.
- dd. These covenants shall be binding and operative even after the formation of the Organization/Apex Body.
- ee. The Purchaser/s shall observe and perform all the rules and regulations which the Organization/Apex Body may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats 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 Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Organization/Apex Body regarding the occupation and use of the Flat/ Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- ff. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the said Building is under construction. The Owner shall provide photographic updates of the construction progress (quarterly or half-yearly basis).
- gg. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Owner with such permission, approvals which would enable the Owner to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Owner accepts no responsibility / liability in this regard. The Purchaser shall keep the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Flat/premises applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Purchaser only.
- hh. The Purchaser/s is/are aware that animal slaughter is not permitted within the project and Purchaser/s agree/s and undertake not to indulge in such activity.
- ii. The Owner will try to maintain the uniformity of shade and colour of tiles / marble fitted for usage in the flat. However, there may be variations in the same as there may be variations in the shades in batches procured from the manufacturers/suppliers from time to time. The Owner will try to procure the best possible match in such cases but the same is not legally binding on the Owner. The Purchaser/s shall not hold the Owner liable or responsible for any variations in the shades of the tiles/marble in the flat

however the variation in the shade upto 10% of the tiling area is hereby accepted by the Purchaser/s and the Purchaser/s shall not raise any dispute in this regard at any point of time.

- jj. The Purchaser/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Larger Land or the Owner or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Owner shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Purchaser/s notice of termination.

19. SPECIAL CONDITIONS

The Owner may opt to develop an integrated township on the Said Larger Land and all the terms and condition in relation thereto as mentioned hereinbelow are applicable to the all flat purchasers of My City Phase-II including the Purchaser/s herein:

19.1. My City - Project Management Company

- 19.1.1. The Purchaser/s is aware that the said Building and the said Project shall form part of My City Phase-II. The Purchaser/s agrees and confirms that for the maintenance and management of the said Project/Said Land/My City Phase-II, the Common areas and amenities of the Runwal Gardens City Cluster 6 Tower No. 6 to 9 or the Larger Land may be undertaken by a separate PMC as may be decided by the Owner.
- 19.1.2. The Purchaser is aware that PMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers of the flat (including the Purchaser herein) and/or the Organization, the maintenance charges, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within my City Phase-II. The Owners may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the said Project and the My City Phase-II. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.
- 19.1.3. The Purchaser/s along with the other purchasers of the flats shall be entitled to avail of the services to be provided or arranged by or through the PMC at the costs, charges that may be fixed by the PMC and in accordance with the terms and conditions imposed by the PMC. All common costs, charges and expenses that may be claimed by the PMC shall be to the account of and borne by the Purchasers of the units/flats/premises in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Owners and/or the PMC, which determination shall be binding on the Purchaser.

19.2. Utility Provisions

- 19.2.1. In case, the Owner opt to develop an integrated township on the Said Larger Land, the Purchaser hereto agrees and acknowledges that the Owner may enter into contracts with third parties to provide various services such as electricity supply, water supply, water/ sewage recycling/ treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of My City Phase-II/Larger Land (and/or lay related infrastructure thereto) to the residents of the said Project on the terms and conditions contained therein. The Owners reserves the absolute right to conduct all negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents/ citizens of the said Project and all residents/ purchaser/ultimate organizations/apex bodies/ federations shall adhere to the same without raising any dispute thereto. The Purchaser/s has no objection to the above and waives all his rights to raise any objection.
- 19.2.2. The Owners shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PMC and are used for activities related to the development and up-gradation of the said Project/

My City phase-II and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise any objection.

- 19.2.3. The Owners and/or PMC and/or any service provider appointed by PMC will levy charges for potable water, recycled water, electricity supply and gas consumption as per the prevailing market rates and the Purchaser/s shall make payment for the same, without delay or demur. Such payment to be made by the Purchaser to the owners and/or PMC and/or any service provider shall be exclusive and additional to the charges mentioned in **Annexure "H"** hereto. The Purchaser/s is aware that making timely payment for usage of these and/or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of Purchasers. The Purchaser/s agrees and confirms that any default in payment, subject to grace period of upto 30 (thirty) days, shall inter-alia result in disconnection of the concerned services and the Purchaser/s agrees to not raise any objection to the same.

20. **WAIVER:**

Any delay tolerated or indulgence shown by the Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Owners shall not be construed as a waiver on the part of the Owners of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owners.

21. This Agreement shall be subject to the applicable provisions of the MAO Act, MOFA, RERA and the rules thereunder for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Projects.

22. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the concerned Municipal Authority or State Government or to the Utility Companies or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Owners, the same shall be paid by the Purchaser/s to the Owners in proportionate to the areas of the said Flat/Premises and in determining such amount the discretions of the Owners shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Owners in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the Said Land drainages, layouts, etc. till handover of the premises/units to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

23. It is expressly agreed that the Purchaser/s shall be entitled to common area and facilities appurtenant to the said Flat/Premises and the nature, extent and description of such common areas and facilities which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat/Premises agreed to be sold to the Purchaser/s as mentioned in the **Annexure "I"**.

24. The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Flat/Premises or the said Building in which the said Flat/Premises is situated and/ or of the Said Land/Larger Land and/ or shall not ask for independent rights, access in the said Building and/ or in the Said Land and/ or any independent agreement or any other agreement of the said Flat/Premises.

25. **OUTGOINGS:**

- 25.1. 7 (seven) days after notice in writing is given by the Owners to the Purchaser/s that the said Flat/ Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said Flat) of outgoings in respect of the Said Land and said Buildings including but not limited to local taxes, Land Taxes, common area Taxes, betterment charges and/or such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, watchmen, sweepers, liftman, electricians, club subscription and usage charges maintenance and upkeep of club house and all other expenses necessary and incidental to the

Management and maintenance of the Land and said Building. Until the Organization is formed and the said Building is transferred to it, the Purchaser/s shall pay to the Owners whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, watchmen, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Owner may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Owner provisional monthly contribution as indicated in **Annexure "I"** per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Owner shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat/Premises/ Project and the same shall not carry any interest and balance if any shall remain with the Owner until the formation of Organization/ Deed of conveyance is executed in favour of the Organization/ Apex Body as aforesaid, subject to the provisions of the said Acts. Only the balance of the amounts namely maintenance charges paid in advance for 24 months and share money as mentioned in **Annexure "I"** shall be paid over by the Owner to the Organization/Apex Body on hand over. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 25.2. The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat/Premises, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Owners against any loss or damage.
26.
 - a) The Purchaser/s shall in addition to sale consideration mentioned in this Agreement before the delivery of possession of the said Flat/Premises, pay to the Owners, the amounts also detailed in **Annexure "I"** hereto.
 - b) In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Premises. In addition to the above any goods and service tax and/or any other new levies/ tax or increases that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.
 - c) The grill fitting in the said Premises, if any, will be done by the Purchaser/s, as per the design provided by the Owners. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said Buildings.
 - d) Before taking possession of the said Premises, the Purchaser/s will inspect the said Flat/Premises and will fully and completely satisfy himself/ herself/ themselves with the said Flat/Premises in respect of the area, item of work or quality of work or the materials used for construction of the said Building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Owner/s with respect to the said Flat/Premises.
 - e) The Owners shall utilize the sum as referred to hereinabove for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Owner in connection with formation of the Organization preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Owner for the same.
 - f) The Owner shall hand over the deposits or balance thereof to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Owner. The aforesaid amount/ deposit shall not carry any interest.

- g) Subject to what is stated herein above, the Owners shall maintain a separate account in respect of sum received by the Owners from the Purchaser/s as advance or deposit, on account of the share capital of the Organization, outgoings, legal charges and shall utilize the same for the purposes for which they have been received.

27. SET OFF/ ADJUSTMENT

The Purchaser/s hereby grants to the Owner the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Owners including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Owner to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

28. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Owner shall attend such office and admit the execution thereof.

29. NOTICES:

Any notice, demand letter, intimation or communication ("**Notice**") to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned in their respective description at the beginning of the agreement. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email address as specified in this Agreement.

30. INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s hereby indemnify and keep indemnified the Owner and hold the Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Owners under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any Land(ies) or persons(s); or death of person(s); or damages to any Land(ies) howsoever arising related to the use and/or occupation of the said Flat/Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/Premises.

31. DISPUTE RESOLUTION-

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties agreed to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

32. GENERAL PROVISIONS

- a. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or

collateral agreements, express or implied, written or oral, whether made by the Owners, any agent, employee or representative of the Owners or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's view. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, and illustrations concerning the said Premises between the parties hereto.

- b. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- c. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- d. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several. All communications shall be sent by the Owner to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.
- e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Owners immediately as and when demanded by the Owners and/or to the appropriate authorities all the present/ future/ revised/ newLand/ Municipal Tax, Goods and Service tax, Education cess, Value Added Tax, W.C.T. tax, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Owners shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Owner shall be entitled at its own option to terminate this Agreement.
- f. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the Said Land and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

THE SCHEDULE A ABOVE REFERRED TO
(Description of the Said Larger Land)

PART – I

All that piece and parcel of land or ground aggregately admeasuring **2,85,716** sq. mtrs. or thereabouts bearing Survey Nos.17/1, 17/2, 17/3A, 17/3B, 17/4, 17/5, 19 /1 to 4 , 20/ 3 to 5 , 34/1, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1 to 4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/3 to 5, 103/6/A, 103/6/ B,103/7 to 13, 103/14B, 103/15 to 18, 104, 106/2, 106/3, 106/6, 107/2/ A, 107/2/B, 107/3 to 24, 107/25/A, 107/25/B, 107/26/A, 107/26/B, 108/1, 108/2, ,134/1, 134/2, 134/3, situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of LargerLand.

PART – II

All that piece and parcel of land or ground aggregately admeasuring 1,95,334 sq. mtrs. or thereabouts bearing Survey Nos.93 (part), 103/2, 107/1, 108/3, and 109 (part) situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of LargerLand.

PART-III

All that piece and parcel of land or ground aggregately admeasuring 62,470 sq. mts or thereabouts bearing Survey Nos. 2 and 21/1 situate, lying and being at Village Sandap, Taluka Kalyan, District Thane, forming a part of the Said Larger Land .

THE SCHEDULE “B” ABOVE REFERRED TO:
(Description of the said Land)

All that piece and parcel of land or ground aggregately admeasuring 2612.14 sq.mtrs. (Plinth Area) bearing Survey No 93 (Part) and Survey No.109 (Part) forming a part of LargerLand, situate lying and being at Village Usarghar, Taluka Kalyan, District Thane.

IN WITNESS WHEREOF the parties hereto have executed these presents and the duplicate hereof the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
By the within named **OWNERS**)
HORIZON PROJECTS PVT. LTD.)
By hand of its Authorized Signatory)
MR._____)

in the presence of)
1. _____)
)
2. _____)

SIGNED, SEALED AND DELIVERED)
By the within named Purchaser/s)
_____)
_____)
_____)
_____)

in the presence of)
1. _____)
)
2. _____)

RECEIVED of and from the said Purchaser /s)
above named the sum of ₹ . _____/-)
RUPEES _____)
_____ **ONLY**)
as advance payment or deposit paid by the)
Purchaser/s to the Owners)

We say received.
For **Horizon Projects Pvt. Ltd.**

Authorized Signatory

Witness:

- 1.
- 2.

Payment plan

MYCITY - CLUSTER 06 - TOWER 6 & 7	
Payment Plan	Milestone %
BOOKING TOKEN	1.0%
WITHIN 7 DAYS POST BOOKING	4.0%
WITHIN 15 DAYS POST BOOKING	5.0%
ON COMPLETION OF EXCAVATION	15.0%
ON COMPLETION OF PLINTH	10.0%
ON INITIATION OF LOWER GROUND & UPPER GROUND	4.0%
ON INITIATION OF PODIUM SLAB 1 & 2	3.0%
ON INITIATION OF PODIUM SLAB 3 & 4	3.0%
ON INITIATION OF 3RD FLOOR	4.0%
ON INITIATION OF 6TH FLOOR	4.0%
ON INITIATION OF 9TH FLOOR	4.0%
ON INITIATION OF 12TH FLOOR	4.0%
ON INITIATION OF 15TH FLOOR	4.0%
ON INITIATION OF 18TH FLOOR	3.0%
ON INITIATION OF 21ST FLOOR	3.0%
ON INITIATION OF 24th FLOOR	3.0%
ON INITIATION OF 27th FLOOR	3.0%
ON COMPLETION OF TOP FLOOR (29th FLOOR)	3.0%
ON COMPLETION OF BLOCKWORK OF THE UNIT	5.0%
COMPLETION OF INTERNAL PLASTER, FLOORING AND TILING OF THE UNIT	5.0%
COMPLETION OF THE EXTERNAL PLUMBING, ELECTRICAL FITTINGS, LIFT, DOORS AND WINDOWS UPTO THE FLOOR LEVEL OF THE APARTMENT	5.0%
ON POSSESSION/RECEIPT OF OC/ COMPLETION CERTIFICATE.	5.0%
Total (A)	100%

Payment Plan

MYCITY - CLUSTER 06 - TOWER 8 & 9	
Payment Plan	Milestone %
BOOKING TOKEN	1.0%
WITHIN 7 DAYS POST BOOKING	4.0%
WITHIN 15 DAYS POST BOOKING	5.0%
ON COMPLETION OF EXCAVATION	15.0%
ON COMPLETION OF PLINTH	15.0%
ON INITIATION OF LOWER GROUND & UPPER GROUND	5.0%
ON INITIATION OF 3RD FLOOR	4.0%
ON INITIATION OF 6TH FLOOR	4.0%
ON INITIATION OF 9TH FLOOR	4.0%

ON INITIATION OF 12TH FLOOR	4.0%
ON INITIATION OF 15TH FLOOR	4.0%
ON INITIATION OF 18TH FLOOR	3.0%
ON INITIATION OF 21ST FLOOR	3.0%
ON INITIATION OF 24th FLOOR	3.0%
ON INITIATION OF 27th FLOOR	3.0%
ON COMPLETION OF TOP FLOOR (33rd FLOOR)	3.0%
ON COMPLETION OF BLOCKWORK OF THE UNIT	5.0%
COMPLETION OF INTERNAL PLASTER, FLOORING AND TILING OF THE UNIT	5.0%
COMPLETION OF THE EXTERNAL PLUMBING, ELECTRICAL FITTINGS, LIFT, DOORS AND WINDOWS UPTO THE FLOOR LEVEL OF THE APARTMENT	5.0%
ON POSSESSION/RECEIPT OF OC/ COMPLETION CERTIFICATE.	5.0%
Total (A)	100%