

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai this ____ day of _____, 202__

BETWEEN

M/s. YUG DEVELOPERS, a partnership firm, having its registered office address at 24, Solapur Street, Dana Bunder, Mumbai 400 009, through its authorised partner Mr. Prashant Bhavanji Bhadra, hereinafter referred to as **“The Developers / Promoter”** (which expression shall unless repugnant the context be deemed to mean and include their respective heirs, administrators, executors and assigns,) of the **FIRST PART**;

AND

(1) _____ [PAN NO. _____] and
(2) _____ [PAN NO. _____] both
of _____ Indian Inhabitants residing at _____
_____, hereinafter collectively referred to as **“THE ALLOTTEE”** which expression shall repugnant to the meaning or context thereof be deemed to mean and include his/her/their, legal heirs, Successors, administrators and executors) of the OTHER PART.

All throughout this Agreement the term “Allottee” wherever used shall be deemed to include all the Allottees referred above. The Promoter the Allottee/s are hereinafter collectively referred to as “the Parties” and individually as a “Party”

RECITALS:

Whereas The Owners, 1) **SUVARNA RAMESH KULKARNI**, 2) **RENUKA RAMESH KULKARNI**, 3) **SHIVANGI RAMESH KULKARNI**, 4) **CHANDRAKANT RANGNATH KULKARNI**, 5) **NANDINI DEVENDRA KULKARNI**, 6) **NEELAMBIKA KERMAN KASAD (NEELAMBIKA DEVENDRA KULKARNI)**, 7) **HRISHIKESH DEVENDRA KULKARNI**, 8) **YOGESH DEVENDRA KULKARNI** and 9) **MAHESH BHALCHANDRA KULKARNI** are jointly seized and possessed of all and otherwise well and sufficiently entitled as the owners to all that piece and parcel of land bearing Plot No. 432, CTS Nos. 1278, 1278/1 to 1278/6 of Village Chembur, Taluka Kurla, Mumbai Suburban District admeasuring 1,785.10 square meters or thereabouts; and lying being and situate at 10th Road, Chembur (East), Mumbai - 400 071 which is more particularly described in the **First Schedule** hereunder written hereinafter referred to as the Project land.

The name of the said owners has been entered on the City Survey Property Register Cards in respect of the said Land. Copies of the City Survey Property Register Cards in respect of the said Land is annexed hereto as **Annexure A**.

AND WHEREAS under Development Agreement dated 01/07/2021, made and executed between the Owners and the Developer (hereinafter referred to as "**the said Development Agreement**"), the Owners have granted development rights in respect of the said Property to and in favour of the Developer and have authorized the Developer to undertake the redevelopment of the said Property by using and utilizing the maximum development potential available for construction on the said Land under Rules & Regulations of DCPR 2034 or terms set out in Development Agreement. The said Development Agreement is duly registered with the Sub-Registrar of Assurances at Kurla 1 under number KRL1-9956-2021.

Simultaneously with execution of the said Agreement, the said Owners executed a Power of Attorney dated 01/07/2021 in favour of M/s. YUG DEVELOPERS and its Partners, which Power of Attorney is registered at the office of the Sub-Registrar of Assurances BSD at Kurla 1 under number KRL1-9957-2021.

AND WHEREAS the Promoter are in exclusive control of the Project land, with clear and marketable title thereto.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building on the Project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoter has proposed to construct on the Project land a building having G + Mezzanine Commercial Shops/Office Premises and 12 upper residential floors called "**SIDHESHWAR ROYALE**" (hereinafter referred to as the said "Building");

AND WHEREAS the Municipal Corporation of Greater Mumbai ["MCGM"] has sanctioned the plans of the New Building by issuing the following:

a) Intimation of Disapproval dated 31st December 2021 bearing No. P-8352/2021/(1278)/M/W Ward/CHEMBUR-W/IOD/1/New, a copy of which is annexed hereto as **Annexure C**;

b) Plinth Commencement Certificate dated 25th August 2022 bearing No. P-8352/2021/(1278)/M/W Ward/CHEMBUR-W/CC/1/New, a copy of which is annexed hereto as **Annexure D**;

c) Further Commencement Certificate dated _____ 2022 bearing No. _____, where under Construction upto the _____ Floor is permitted. A copy of which is annexed hereto as **Annexure E**.

AND WHEREAS the Promoter has registered the Project with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"), modified from time to time. The Authority has duly issued the Certificate of Registration No. **P517**_____dated____/____/2022, for the Real Estate Project ("**RERA Certificate**") and A copy of the registration certificate is annexed hereto as **Annexure F**.

AND WHEREAS the Allottee/s has/have also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Allottee/s has/ have prior to the execution of this Agreement has/have visited and inspected the site of construction of the said Real Estate Project and has/have at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of Owner and/or the Promoter to the said property as well as the documents of the said Real Estate Project uploaded by the Promoter in the RERA website and after satisfying himself/herself/themselves/itself about the title of the Promoter and the Allottee/s after having accepted the same, the Allottee/s has/have entered into this Agreement with the Promoter and the Allottee/s hereby agrees not to further investigate the title of the said property and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Owner and/or the Promoter in respect to the said property at anytime in future. The Allottee/s hereby expressly confirms that he/she/they, has/have fully read and understood and hence entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement. The Allottee/s has/have agreed and consented to the overall development of the Plot.

AND WHEREAS the Allottee /s being desirous of purchasing a residential premises/ Shop/ Office Premises (hereinafter referred to as the "Said

Premises”) in Project **“SIDHESHWAR ROYALE”** as more particularly described in the **Second Schedule** hereunder written has/ have approached the Promoter and requested to allot/ him/ her/ them the said Premises.

AND WHEREAS the Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society. However it is the responsibility of the Society to maintain the building name/ logo and Promoter Logo from time to time, in perpetuity and to provide electricity to it from the Society Common Meter and the Developer/ Promoter is not liable to contribute any amount for the same.

And Whereas The details of the formation of the Society (defined below) and the conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 12 below.

AND WHEREAS the above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

AND WHEREAS the Promoter has entered into standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, The Promoter have appointed Architect Mr. Yash Agarwal.

AND WHEREAS the Promoter appointed a structural Engineer, M/s. Shravani Consultants, for the preparation of the structural design and drawings of the buildings and the Promoter accepted the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue and being the Developer of the Project Promoter has sole and exclusive right to sell the Flat/ Shop/ Office Premises in the said building/s to be constructed by the Promoter on the project land being the Developers component being the total Flats/ Shops / Office Premises less the Flats/ Shops/ Office Premises earmarked for the OWNERS as per the Developer Agreement and to enter into Agreement/s with the allottee(s)/s of the Flats/ Shops / Office Premises and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title dated 09/09/2021 issued by NIRANJAN JAGTAP & Co. Advocates, authenticated copies of Property Registrar extract or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure B and Annexure A** respectively.

AND WHEREAS the authenticated copies of the Floor plan of the Flats/ Shops agreed to be purchased by the Allottee, as sanctioned and approved by the MCGM has been annexed hereto and marked as **Annexure G.**

AND WHEREAS the Promoter has got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals if any, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS The Parties on conducting own due diligence upto their satisfaction and further relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee/s is/are aware that the marketing collaterals provided by the Promoter to the Allottee/s in respect of the said Real Estate Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis The Allottee/s undertakes not to raise any objections with respect to any difference in the said Real Estate Project from such marketing collaterals;

AND WHEREAS Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said construction on the Plot, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused, read and understood the terms and conditions of this Agreement and is/are signing this Agreement out of free will as also under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee has applied to the Promoter for allotment of a Flat/Office/ Shop Premises No. _____ on the _____ floor in the building **“SIDHESHWAR ROYALE”** being constructed on of the said Project.

AND WHEREAS the carpet area of the said Flat/ Office/ Shop Premises is admeasuring _____ Sq. mtrs i.e., equivalent to _____ Sq. feet (carpet) as per RERA along with Balcony admeasuring _____ Sq. mtrs. i.e., equivalent to _____ Sq. feet (carpet) as per RERA hereinafter referred to as **“The Said Flat/Shop/ Office Premises”**.

AND WHEREAS The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises comprising Final Carpet Area for a Sale consideration as set out in the SECOND Schedule (**“Sale Consideration”**) hereunder written and upon the terms and conditions mentioned in this Agreement.

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being earnest money deposit/ part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provision of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____ ; as mentioned above;

AND WHEREAS under section 13 of the said Act the Promoter are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the provision of Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said as stated below.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter proposes to construct on the Project land a building having G + Mezzanine Commercial Shops/Office and 12 upper Residential floors in the Building to be known as called **“SIDHESHWAR ROYALE”**, subject to the approvals / modifications / amendment by the concerned authorities and in accordance with applicable laws. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **THIRD Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities and/or by the Chief Fire Officer with respect to regulations for High Rise Buildings if applicable, or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this Clause shall mean a change in the location of the said Premises within the Real Estate Project. Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3rd consent of concerned adversely affected Allottee/s in the Real Estate Project as the case may be.

3. DISCLOSURES AND TITLE:

(A) The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter have made full and complete disclosure of their right, title and interest in the Real Estate Project and the said Premises and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Promoter to the said Premises and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

- (a) Nature of the right, title and interest of the Promoter to undertake construction and development of the Real Estate Project and the encumbrances thereon.
- (b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises.
- (c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **FORTH Schedule** hereunder written.

(d) FSI utilized and/or to be utilized in the Real Estate Project as setout herein.

(e) Nature of responsibilities of the Promoter and Allottee/s under this Agreement.

(f) Nature of inter-se roles, responsibilities and obligations of the Promoter shall be as per the terms of the Agreements executed between them.

(g) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings.

(h) The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.

(B) The Promoter is entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and/or as stated/disclose herein.

(C) The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the said Premises and has satisfied himself/ herself/ themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Real Estate Project and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

(D) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, facility charges,

taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

4. Purchase of the said Premises and Sale Consideration:

- a) The Allottee/s hereby agree/s to purchase from the Promoter, and the Promoter hereby agrees to allot to the Allottee(s), a premises, being Flat/Shop / Office Premises No. _____, on _____ Floor, is admeasuring _____ Sq. mtrs. i.e., equivalent to _____ Sq. feet (carpet) as per RERA along with Balcony admeasuring _____ Sq. mtrs. i.e., equivalent to _____ Sq. feet (carpet) as per RERA hereinafter referred to as **“The Said Flat/Shop/ Office Premises”**, as shown in the Floor plan thereof, annexed hereto and marked as **Annexure - G**, and more particularly described in the **Second Schedule** written hereunder, for agreed consideration of Rs. _____ (Rupees _____ Only).
- b) The Allottee(s) also hereby requested Promoter that along with the Said Flat/ Shop/ Office Premises Allottee(s) would require _____ number of parking spaces in the said building and agrees to acquire / allot from the Promoter and the Promoter do hereby agree to allot in favor of the Allottee(s) _____ number of parking spaces in Mechanical/ Tower/ Puzzle/Stack/ Standalone or whatsoever parking system being constructed in the said Building.
- c) The Allottee(s) agrees to pay the above said amount consideration to the Promoter for the said Premises comprising Final Carpet Area, as more particularly described in the **SECOND Schedule** hereunder written and as shown hatched with black colour on the floor plan annexed and marked **Annexure “G”** hereto, at and for the Sale Consideration as set out in the **SECOND Schedule** hereunder written. The Allottee(s) hereby confirm(s)/ undertake(s) that he/she/they is/are law abiding citizen(s) and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/shall be funded from their own bonafide employment/business earnings or by procuring financial assistance from Financial Institution(s)/ lender. The Allottee(s) indemnifies the Promoter explicitly to this extent.
- d) The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Consideration as advance payment as more particularly described in the **FIFTH Schedule** hereunder written and

hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **FIFTH Schedule** hereunder written.

- e) The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out in the **FIFTH Schedule** hereunder written (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract. For all the late payments Interest at State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- f) The Promoter hereby agrees to permit/authorize the Allottee/s to use parking spaces as more particularly described in the **SECOND Schedule** (“**the said Car Parking Space**”). The final location of the said Car Parking Space to be allotted by the Promoter to the Allottee/s will be at the sole discretion of the Promoter, on or around the completion date. It is agreed and clarified that the allocation of the said Car Parking Space may be undertaken even post the handing over the possession of the said Premises.
- g) The payment by the Allottee/s in accordance with the **FIFTH Schedule** is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the **FIFTH Schedule** hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- h) The Sale Consideration excludes all taxes, GST, applicable to this transaction currently or in the future (consisting of tax paid or payable by way of any and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction/ development of the Real Estate Projects and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under this Agreement). It is clarified

that all other taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/ payable in future) and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name/nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoter or by the Promoter against any authority/ies or third party on account of such liability arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes and this Agreement of the aforesaid amounts / taxes by the Allottee/s.

- i) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges, GST, taxes and expenses incidental thereto as also the Other Charges set out in **SIXTH Schedule** hereunder written ("**Other Charges**"). The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as set out above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned in the SIXTH Schedule are only indicative and not exhaustive and the Allottee/s agree/s to pay to the Promoter, such other charges/amounts or such increase in the other charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.
- j) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order

/ rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- k) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) of this Agreement.
- l) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- m) The Promoter has agreed to provide for the use of the Allottee/s with the said Premises, the said Car Parking Space in the form of Mechanical / Puzzle / Tower / Stack / standalone or whatsoever parking system the Promoter might construct at their sole discretion. The Allottee/s agree/s and acknowledge/s that:
- n) The said Car Parking Space is provided for use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter or the Society of Allottee/s in the Real Estate Project. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.

- o) The Promoter shall identify and permit to use the said Car Parking Space on or before handing over possession of the said Premises. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby give/s his/ her/their/its irrevocable consent for the same and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society from time to time.
- p) Any mechanical / electronic / electrical Car Parking System that is purchased by the Promoter from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, MCGM and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoter to maintain the said Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to the hand over the Management of the Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever. The Allottee/s agree/s to extend complete co-operation at all times with the other allottee/s who have been permitted to use the Car Parking Space in the Car Parking System installed in the said Building and ensure that other Allottee/s are able to park their car/vehicles in their permitted car parking space/s at all times, without any difficulty, till such time the Society/ Association of the Allottee/s in the said Real Estate Project takeover day to day affairs and regulate car parking as per Society Byelaws.

- q) The Allottee/s confirms that in the instance of the Promoter requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the Said Premises within the Real Estate Project.
- r) In addition to the Final Carpet Area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.
- s) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **THIRD Schedule** hereunder written. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **FORTH Schedule** hereunder written.
- t) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the Final Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Final Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas, amenities and facilities and that the Additional and the common areas, amenities and facilities shall be allowed to be used free of cost, without any price or consideration.
- u) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM or other competent authority, the Occupation Certificate in respect of the said Premises.

- v) Time is of the essence for the Promoter as well as the Allottee/s; Subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoter shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **THIRD Schedule**.
- w) Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
- aa) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.
- bb) All payments shall be made by way of demand drafts/pay orders/ account payee cheques/RTGS/ECS/NEFT or any other instrument drawn in favour of / to the account of the Promoter asset out in the **SECOND Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts due and payable to the Promoter through an account payee cheque/ demand draft/pay order/wire transfer drawn in favour of/to the account of the Promoter more particularly mentioned in the **SECOND Schedule** hereunder written. Any payments made in favour of/to any other account other than as mentioned in the **SECOND Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **SECOND Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and/or the aforesaid financial institution in such new account.

- cc) The Allottee/s is/are aware that the Allottee/s is/are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same. The Payment shall be considered as received unless the TDS certificate is provided to the Promoter along with Payment receipt.
- dd) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any taxes or amounts under this Agreement as called upon by the Promoter or under law, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
- ee) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

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

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

6. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Plot:

The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the said project whether purchased from any authority by payment of premium

or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, premium FSI, ancillary FSI, additional FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the reservations to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in the said DCPR, as amended from time to time, or based on expectation of increased FSI which may be available in future on modification of the said DCPR or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption and neither the Allottee/s nor the Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

7. Completion Date, Delays and Termination:

(A) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the **SECOND Schedule** hereunder written ("**Completion Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("**Force Majeure Events**"):

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(B) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7(A), then the Allottee/s shall be entitled to either of the following:

- 1) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or

- 2) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). It is clarified that except for the failure of the Promoter to hand over the possession of the said Premises on or about the Possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/financial institution (FI) against the mortgage/security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("**Interest Rate**") to be computed from the date the Promoter received Allottee/s Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement. Provided that the Allottee/s give irrevocable consent and understand that they shall be no refund for the GST, Taxes, Stamp Duty, Registration Fees, other charges, TDS,
- 3) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure conditional no objection certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as

defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, GST, TDS, stamp duty and registration charges as set out in clause below, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lein/mortgage and registration of the Deed of cancellation. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Space, if any, and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

- (i) In case if the Allottee/s elects his/her/its/their remedy under Clause 7(B)(1) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 7(B)(2) above.
- (ii) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (iii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate as more particularly mentioned at Clause 7(B)(1) above, and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, as per Clause 40 and/or (b) the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s (“**Event of Default**”).

- (iv) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“**Default Notice**”), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (v) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“**Promoter’s Termination Notice**”), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter’s Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (vi) On the issuance of the Promoter’s Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and/or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoter’s Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following (“**the said Deductions**”) which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% (Twenty percent) of the Sale Consideration (“**Forfeiture Amount**”), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter’s Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter’s Termination Notice (e) amount of stamp duty and

registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter(in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoter(in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have opted for any special scheme of the Promoter, the total amount of EMI's borne and paid by the Promoter on behalf of the Allottee/s (i) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter(in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoterto collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. The Allottee/s agrees to execute a deed of cancellation if so required by the Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

(vii) Upon receiving the Promoter's Termination Notice, or if the Allottee/s wish/es to terminate this Agreement for Sale for any reasons other than those mentioned in clause 7(B) above, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper. The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions (as defined above) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 7(vi), refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the Deed of cancellation.

(viii) In case if the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a

case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.

- (ix) The Promoter and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee/s.

8. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MCGM or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be, prior to taking possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.

(iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs 50,000/- (Rupees Fifty Thousand Only) as an **Interest Free Building Protection Deposit** to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the Premise's Fit Out in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be

subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and shall be without prejudice to other rights and remedies which the Promoter is entitled to.

(iv) Upon receiving the Possession Notice from the Promoter as per Clause 8(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 8(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Final Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project including *interalia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other competent authority or other concerned local authority and/or Government water charges, water tanker charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.

(vi) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter i.e. within 30 days from the Possession Notice/ Possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and other charges, pay to the Promoter holding charges at the rate as per intimated in the notice for the said Premises including taxes (**"Holding Charges"**) and applicable maintenance charges towards upkeep

and maintenance of the common areas and facilities (if any) for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

9. If within a period of five years from the date of handing over the Building to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottee/s in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs/redecoration/any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project.

10. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word “defect” here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

- (i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be

a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

- (ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
- (iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/Real Estate Project and/or the said Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time; Further the Allottee(s) confirm that they understand that equipment/systems/appliances as mentioned in the list of amenities are not the manufactured by Promoter and these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee or replacement for the use, performance or otherwise of these equipment / systems / appliances.
- (iv) That, the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
- (v) That, the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

11. The Allottee/s shall use the said Premises or any part thereof and/or the said Car Parking Space, if any, or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s shall and confirm/s to abide by the rules and guidelines laid down by the Society to be formed with respect to the said premises, part thereof, car parking spaces and common areas with respect to its maintenance, upkeep and costs incurred thereon.

12. Formation of the Society of Building:

(i) On receipt of the Full Occupation Certificate and Building Completion Certificate, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s along with the other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

(ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises/units in the Real Estate Project alone shall be joined as members ("**the Society**").

(iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

(vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(viii) The Promoter shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society and the Society and/or the Allottee/s shall have no objection against the same.

(ix) The Promoter shall do the Conveyance of the project land within 3 months of OC. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to all unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of any contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project.

13. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **SIXTH Schedule** hereunder with the Promoter. The amounts mentioned in the **SIXTH Schedule** shall not be accountable by the Promoter. The Other Charges are tentative and are liable to be revised by the Promoter on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Sixth Schedule** to the bank account of the Promoter, as detailed in the **Second Schedule** hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression "Promoter" includes its nominee.

14. The amounts as mentioned in the **Sixth Schedule** are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. The said amounts do not include Property taxes & Water taxes/ water tanker charges Property taxes& water Taxes will be billed separately as and when raised by the MCGM and the Allottee/s shall make payment towards the same immediately to the Promoter. If, under some unforeseen circumstances, the Promoter is unable to make the requisite applications for MGL connection within 2 (two) year from the date of the Allottee/s making payment to the Promoter towards the same, the Promoter shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges/amounts or such increase in the above mentioned other charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has understood and accepted that the payment of the above amounts shall be a precondition for handing over possession of the said Premises.

15. In addition, the Allottee/s shall also pay to the Promoter an amount towards meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings, as more particularly detailed out in the **Sixth Schedule** mentioned herein.

16. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

- (a) The Promoter is the owner of the Lands as more particularly set out in the said Title Certificate Annexed hereto at **Annexure "B"**.
- (b) The Promoter has a clear and marketable title and has the requisite rights to carry out the development on the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;

- (c) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- (d) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s; (if any)
- (e) There are no litigations pending before any Court of Law with respect to the Real Estate Project, except those disclosed to the Allottee/s;
- (f) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (h) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement/arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (j) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **THIRD Schedule** hereunder written to the Society;

- (k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer, and thereupon the same shall be proportionately borne by the Society; and
- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the Promoter in respect of the said Real Estate Project, except those disclosed to the Allottee/s.

17. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:

- a) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, piers or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of Real Estate Project in which the said Premises is situated or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.
- g) Not to raise any objection to the utilization of the total FSI by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any

grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily causes.

- h) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- i) Bear and pay in a timely manner all amounts, dues, taxes. Cesses, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.
- j) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.
- k) The Promoter shall not be required to obtain consent in the following events:
 - a. Any minor additions or alterations.
 - b. Any addition or alterations to any 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.
- l) That the Allottee/s hereby agree/s and confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority and/or the local development authority not releasing water connections to the new Buildings. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied either by tanker/s or any other means. The cost of the same shall be charged to the Maintenance account of the Allottee/s managed by the Promoter and the Allottee/s confirms their acceptance of the same. The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on estimated basis and the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter,

the Promoter shall raise a quarterly invoice for replenishment of the monthly Maintenance charges to be paid by the Allottee/s to the Promoter. The Allottee/s confirm/s to pay such further Maintenance as and when the invoice for the same is raised by the Promoter.

- m) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities.
- n) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.
- o) The Allottee/s is /are aware that the Promoter shall develop and maintain the open space, Reservations, Recreational Grounds for the common use of all the Allottee/s of the said Building. The Allottee/s are further aware that all the pathways/ walkways as shown in the layout plan shall be used by all the Allottee/s of the Occupants under the said Building.
- p) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, of Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.
- q) The Allottee/s further confirm/s and agree/s that the Promoter shall be entitled to carry out the remaining construction of the upper floors, if the same is not completed till then, then in such event the Allottee/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Allottee/s due to the ongoing work, if any. The Allottee/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.
- r) After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Premises from any loss, theft, damage

caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

- s) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 17 above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement.
- t) It is further clarified that the provisions as contained in Clauses 17 above shall be applicable till the Society is formed and Building operations are handed over to the society of all buildings.
- aa) The Allottee/s shall observe and perform all the rules and regulations which the Society and may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the respective Society with respect to the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, within this Real Estate Project or otherwise, wherever allocated by the Promoter at its sole discretion, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- bb) The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- cc) Till the execution of the Society Transfer, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.

dd) It is agreed that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick/block wall/dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units/premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **FOURTH Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

ee) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described herein below. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.

ff) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises

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

gg) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

hh) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society.

ii) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the FORTH Schedule hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.

jj) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project.

- kk) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.
- ll) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society, as the case may be, and of the MCGM and other concerned authorities.
- mm) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said building No. 1 in any manner whatsoever. Not to change the façade or outer look of the Premises/ Real Estate Project.
- nn) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Real Estate Project and/or the New Building or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- oo) To abide by, observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- pp) Not to violate and to abide by all the rules and regulations framed by the Promoter/ its designated Facility Manager and/or by the said

Society, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the “**Fit-Out Guidelines**”).

- qq) The Allottee/s agree/s not to do, 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 Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- rr) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.
- ss) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project.
- tt) Shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or the common areas

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

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

- aaa) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
- bbb) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other New Building/s with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principals, material and fundamental terms of this Agreement.
- ccc) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.
- ddd) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society, as the case may be, until the entire development is fully completed.
- eee) The Allottee/s has been appraised of the terms and conditions of the Development Agreements(as defined herein) and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change /modify the extent of the rights, obligations and entitlements of the Promoter inter-se as more particularly set out in the Recitals.
- fff) The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to visit / reside the Real Estate Project prior to obtainment of the Occupation Certificate in respect thereof.

ggg) The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, allotted alongwith this agreement shall be permitted strictly within the designated car parking spaces within the Real Estate Project and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. Incase the Allottee/s does not opt for Car Parking along with the said Premises under this agreement, then the Promoter is under no obligation thereafter to provide a car parking to the Allottee/s in the future.

hhh) In order to regulate vehicular movement and discipline within the project, the Promoter has abundantly informed, disclosed and clarified to the Allottee/s that car stickers shall be provided to the Allottee/s based on the number of car parking spaces allotted to them under this Agreement and it will be mandatory for the car stickers to be displayed on the vehicle at all given times, without which vehicle access at anyplace within the Real Estate Project shall not be permitted.

iii) The Promoter may provide, at its sole discretion, car parking in the open spaces, subject to approval from the statutory authorities, in the form of stack car parking/conventional car parking and/or any other form as they may deem fit anywhere within the Real Estate Project, for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.

jjj) Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

18. It is agreed that as and when the Promoter enters into agreements/ arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf,

as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities or any of them.

19. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.

20. The Allottee/s hereby nominate/s the persons as set out in the **SECOND schedule (“the said Nominee”)** as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at its discretion, be entitled to insist on a Probate/Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter, as may be necessary and required by the Promoter.

21. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the Bank

and mortgaging the said Premises with such Bank (**“said No Objection Letter”**), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter’s right to receive the full Sale Consideration and other charges and such mortgage in favour of such Bank shall be subject to the Promoter’s first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance out of Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out hereinabove and such No Objection Letter;

- (i) he/she/it/they is/are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or otherwise.;
- (ii) he/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is/are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

(vii) he/she/it/they has/have not compounded payment with his/her/its/their creditors;

(viii) he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

Notwithstanding the aforesaid the Allottee/s further agree(s) and undertake(s) that in the case of any default on his/her/its/their part in making payment of Pre-EMI / EMI to the Bank/Financial Institution for the housing loan availed in respect of the said Premises and subsequent action by the Bank/Financial Institution under any provisions of law including SARFAESI, then the Allottee/s shall intimate to the Bank/Financial Institution in respect of unpaid consideration a/w interest and other charges as stated herein. The Allottee(s) further agree(s) and undertake(s) not to enter into any settlement under one time settlement or any other scheme with the Bank / Financial Institution prejudicial to the interest of the Promoter and also agree(s) and undertake(s) to intimate to the prospective purchaser about unpaid dues in consequence to action instituted under SARFAESI / otherwise. The Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoter in respect of unpaid dues as contemplated herein.

22. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions/transfer of

the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

23. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or the said Car Parking Space, if any, or the Real Estate as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, reservations and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer and/or the Transfer, as the case may be.

25. Mortgage or Creation of Charge:

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges/liens of or on the said Premises, the Promoter shall have the first and exclusive charge on

the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

- (ii) After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises.

26. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments as detailed out in the **FIFTH** Schedule mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter.

27. Entire Agreement:

- (i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:

- (a) Any and all understandings, any other agreements, Application form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space, if any.
- (b) All Brochures/Leaflets/Pamphlets/ads/walk through presentations/master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

28. Right to Amend:

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

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

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

30. Severability:

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

31. Method of Calculation of Proportionate Share:

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

32. Further Assurances:

(i) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

33. Place of Execution:

(i) The execution of this Agreement shall be complete only upon its execution by the Promoter, through their authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

34. Notices:

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

35. Joint Allottee/s:

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

36. Stamp Duty and Registration:

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

37. Dispute Resolution:

- (i) If any dispute or difference, arises between the parties at any time then the aggrieved Party shall notify the other Party in writing thereof and the parties shall endeavor to resolve the same by mutual discussions and agreement within reasonable time period and any such dispute between parties shall be settled amicably
- (ii) In case of failure to settle the dispute amicably, the dispute shall be referred to the MAHARera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- (iii) The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

38. Governing Law:

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

39. Permanent Account Number:

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

40. Interpretation:

- (i) In this Agreement where the context admits:
 - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past

statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- (b) For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of the premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Premises;
- (c) any reference to the singular shall include the plural and vice-versa;
- (d) any references to the masculine, the feminine and the neuter shall include each other;
- (e) any references to a "company" shall include a body corporate;
- (f) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Thane, or any place where any act under this Agreement is to be performed;
- (g) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- (h) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (i) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

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

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece and parcel of land and building known as “**SIDHESHWAR ROYALE**” situated at Plot No. 432, 10th Road, Chembur (East), Mumbai 400

071, bearing C.T.S. No. 1278, 1278 (1 to 6) admeasuring about 1785 sq. mtrs. in the Registration District and Sub-District of Mumbai City and Mumbai Suburban. The said plot is lying and situated in following the four directions.

- On or towards the North by : 10th Road.
- On or towards the South by : Plot having C.T.S. No.1279
- On or towards the East by : Plot having C.T.S. No. 1277
- On or towards the West by : R.C. Marg.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(DETAILS OF THE TRANSACTION)

Sr. No.	Particulars	Details
1.	The said Premises	Flat/Shop/Office Premises No. _____, on _____ Floor, is admeasuring _____ Sq. mtrs. i.e., equivalent to _____ Sq. feet (carpet) as per RERA along with Open/enclosed Balcony admeasuring _____ Sq. mtrs. i.e equivalent to _____ Sq. feet (carpet) as per RERA.
2.	Car Parking Space	[____] no. of Mechanical/ Tower/ Puzzle/Stack/ Standalone car parking space.
3.	The Sale Consideration	Rs. _____/- (In words Rs. _____ _____-/-)
4.	Name of the Account for the Payment of the lumpsum Sale Consideration	Name of Account: [_____] Account No.: [●] Bank Name: [●] Branch: [●]
5.	Completion Date	[31st of March, 2025]
6.	The said Nominee	Name:

		Relationship with Allottee/s: Address of the said Nominee:
7.	Name, Address and Email of the Allottee/s for the Purposes of this Agreement	[•] [•]
8.	Name, Address and Email of the Promoter for the Purposes of this Agreement	M/s. YUG DEVELOPERS, 24, Solapur Street, Dana Bunder, Mumbai 400 009
9.	Permanent Account Number	Promoter's PAN: Allottee/s' PAN: [•] Co-Allottee/s' PAN:
10.	TDS (as applicable)	
11.	GST (as applicable)	

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of Common Areas, Facilities and Amenities in the Real Estate Project)

External Amenities

- ❖ Impressive entrance lobby.
- ❖ High speed elevators.
- ❖ CCTV in the Building premises
- ❖ Video door phone.

THE FORTH SCHEDULE ABOVE REFERRED TO:
(Description of the amenities, fittings and fixtures in the said Premises)

Residential unit Amenities

- ❖ French windows in living room.
- ❖ Vitrified tiles flooring in entire flat.
- ❖ Well planned kitchen with exquisite granite platform with Sink.
- ❖ Designer tiles up to beam bottom in kitchen.
- ❖ Adequate electrical point for maximum utility.
- ❖ Circuit breaker for the safety for your family.
- ❖ A.C. and T.V. point in all bedroom.
- ❖ Designer bathroom and toilet with elegant fixtures concealed plumbing with quality sanitary ware.
- ❖ P.O.P. finished walls with paints in entire flat.
- ❖ Laminated internal doors with decorative fitting.
- ❖ Aluminum sliding windows with glass.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)

The total aggregate consideration amount for the FLAT / SHOP / OFFICE / UNIT including garages/covered parking spaces is thus Rs._____-/-

(A) Not exceeding 10% of the total consideration as advance payment or application fee to be paid by Allottee on or before execution of this agreement.

(B) Not exceeding 30% of the total consideration to be paid by Allottee after the execution of Agreement.

(C) Not exceeding 45% of the total consideration to be paid by Allottee on completion of the Plinth.

(D) Not exceeding 70% of the total consideration to be paid by Allottee on completion of the slabs including podiums and stilts of the building or wing in which the said Flat / Shop / Office is located.

(E) Not exceeding 75% of the total consideration to be paid by Allottee on completion of the walls, internal plaster, floorings doors and windows of the said Flat / Shop / Office is located.

(F) Not exceeding 80% of the total consideration to be paid by Allottee on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat / Shop / Office.

(G) Not exceeding 85% of the total consideration to be paid by Allottee on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat / Shop / Office is located.

(H) Not exceeding 95% of the total consideration to be paid by Allottee on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat / Shop / Office is located.

(I) Balance Amount not exciding 5% of the total consideration at the time of handing over of the possession of the said Flat / Shop / Office to the Allottee on or after receipt of occupancy certificate or completion certificate.

(J) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat / Shop / Office.

(K) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Other Charges - being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No.	Particulars	Amount
1	Charges towards share money, application entrance fee of the Society and formation and registration of the Society;	[•] ([•])
2	Charges towards utility charges including Electric Meter connection, Water Meters connection charges and PNG Connection;	[•] ([•])
3	Charges towards meeting all legal costs, charges and expenses;	[•] ([•])
4	An amount towards infrastructure / development charges & Club House Charges	[•] ([•])
5	An amount towards interest free advance maintenance deposit	[•] ([•])
6	An amount towards non-interest-bearing adjustable deposit for 12 months	[•] ([•])
7	An amount towards Interest Free Security Deposit on fit out possession.	[•] ([•])

SIGNED, SEALED AND DELIVERED)
 by the withinnamed Promoter, i.e.,)
M/s. Yug Developers)
 through its Authorised Signatory)
 [_____])

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

SIGNED AND DELIVERED)
Bythewithin named ALLOTTEE/S)
[•])
in the presence of ...)
1.)
2.)

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RECEIPT

RECEIVED of and from the within named Allottee/s, the sum of [•](Rupees [•]) towards Installments mentioned at Serial No. _____ of the **SECOND Schedule** hereinabove written paid by him/her/it/them to the Promoter, as mentioned below.

Sr. No.	Cheque No.	Date	Bank Name/UTR No.	Amount In Rs.

We Say Received
For M/s. Yug Developers.

Authorised Signatory/ies
(Promoter)

Witness:

- 1.
- 2.

List of Annexures

Annexure “A” : Copies of the 7/12 Extracts Property Card

Annexure “B” : Copy of the said Title Certificate

Annexure “C” : Copy of the IOD.

Annexure “D” : Copy of the Commencement Certificate.

Annexure “E” : Copy of the Plinth Commencement Certificate.

Annexure “F” : Copy of the MAHARera Certificate.

Annexure “G” : Copy of the Sanctioned Floor Plan of the said Premises.

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DATED THIS DAY OF 2022

=====

BY AND BETWEEN
M/s. Yug Developers

... THE PROMOTER

AND

[•]

... THE ALLOTTEE/S

Housiey.com

=====

AGREEMENT FOR SALE

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