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AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at **Thane** on this _____ day of _____ in the year Two Thousand Twenty _____;

BETWEEN

GAJRA VENTURES PVT. LTD. (formerly known as Abstract Construction Pvt. Ltd.), having **CIN U45202MH2010PTC199829** and **PAN AAICA6721H** a company incorporated under the Companies Act, 1956 as amended up-to-date having its registered office at 8, Shivji Market, Sector-19D, Vashi, Navi Mumbai-400705 (hereinafter referred to as “**Developers**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **ONE PART**;

AND

_____ and _____, Adult/s,
 Indian Inhabitant/s, aged about _____ years, Occupation: _____ bearing **PAN NO.**
 _____ having their address for the purpose of these presents at
 _____,

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

The Developers and the Purchaser/s are hereinafter collectively referred to as **"the Parties"**, and individually as a **"Party"**. The Developers and the Land Owners of the Development Land which is more particularly described in the **FIRST SCHEDULE** hereunder written, are collectively referred to as the **"Promoters"**.

WHEREAS:-

- A. The Land Owners have vide Agreement dated 31/12/2010 and other collateral documents connected therewith (hereinafter referred to as the **"Development Agreement"**) assigned the development rights and other authorities in favour of the Developers with respect to all those pieces and parcels of land situate, lying and being at Village Daighar, Taluka & District-Thane within the municipal limits of Thane Municipal Corporation (TMC) which is hereinafter collectively referred to as the **"Development Land"** and more particularly described in Part A of the **First Schedule** hereunder written.
- B. The Developers have vide Conveyance Deed dated 29/11/2023 acquired all those pieces and parcels of land situate, lying and being at Village Daighar, Taluka & District-Thane within the municipal limits of Thane Municipal Corporation (TMC) which is hereinafter collectively referred to as the **"Conveyance Land"** and more particularly described in Part B of the **First Schedule** hereunder written.,
- C. Thus by virtue of the aforesaid development agreements, conveyance deed and collateral documents attached thereto, the Developers have become seized, possessed or otherwise well sufficiently entitled to the Development Land and the Conveyance Land, hereinafter

collectively referred to as the “**Larger Land**” i.e. and more particularly described in the **First Schedule** hereunder written and to develop the same by constructing building/s, tower/s, high rise/s, structure/s, premises and other areas and to sell, transfer, alienate and/or deal with the constructed flats, shops, premises, areas, etc. thereon in accordance with the terms and conditions of the aforesaid Development Agreement, Conveyance Deed and other relevant deeds & documents thereto .

- D. The Developers have initiated development of the larger land by proposing the construction of various buildings, structures, premises, etc. in various phases upon the Larger Land and the same will certainly take substantial span of time. The Developers have prepared a Layout Plan upon the larger land property proposing various buildings, structures, premises, etc. to be constructed in phase-wise manner therein and the whole layout is named as “**Bhoomi Castle**” (hereinafter referred to as the “**Larger Project**”).

The principal and material aspects of the Larger Project are briefly stated below:

Total FSI of 65,664 sq, mtrs. (Built up area) is proposed in respect of the Larger Project.

The Purchaser has perused a copy of the Proposed Layout which specifies the location of the said Project (defined hereunder) / Future Buildings to be built on the Larger Land and also the tentative locations where common areas, facilities and amenities and other open and built upon spaces are proposed to be situated.

The Scheme and scale of development proposed to be carried out on the Larger Land in accordance with applicable laws as amended from time to time.

The Developers would be entitled to aggregate any contiguous land parcel and amalgamate it with the development of the Larger Land, as provided in proviso to Rule 4(4) of the RERA Rules.

The above details and further aspects of the proposed future and further development of larger land are available on the website of the Authority.

- E. The Developers shall undertake the construction of various buildings as aforesaid in various phases of the larger project proposed on the larger land by exploiting the full development potentials of the larger land by (a) utilising, consuming and loading Floor Space Index (“FSI”) and also FSI by way of Transfer of Development Rights (“TDR”) and/or FSI nomenclated in any manner whatsoever including ancillary area FSI, premium FSI available under Development Control Regulations applicable to Thane region (i.e. “UDCPR”) and any other or further FSI, FAR or TDR including TDR that may be acquired hereinafter in any manner, (b) utilising, consuming and exploiting all the construction benefits, potentials, yields, advantages, etc. presently available and/or that may be available in future (by whatever term referred to) and/or any other rights, benefits or any floating rights which is or are and / or may be available in respect of the Larger Land or elsewhere and/or any potential that is or may be available on

account of the existing provisions and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable law, or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law including in UDCPR and the Act or Regulations therein as per the proposed plan annexed hereto as **Annexure “ ”**.

- F. The Developers are presently contemplating the development of **Phase 1** of the Larger Project upon a portion of land admeasuring about 1062 square Meters situate, lying and being in the Village Daighar, Taluka & District-Thane out of the Larger Land.

The details of Phase 1 is briefly given below:

Phase 1 shall comprise of 2 (TWO) Residential Buildings known as “**Highness**” and “**Monarch**”, with Stilt at Gr, 2 non habitable floors plus 30 habitable upper floors.

Total FSI of 16,115.08 sq. mtrs. (Built up area) has been sanctioned for consumption and development. The Developers propose to eventually consume a further FSI of 8400 sq. mtrs. (Built up area) aggregating to **total FSI of 24,515.08 sq. mtrs.** (Built up area) in the said Phase.

The common areas, facilities and amenities attached to the said Phase are listed in the **Fourth Schedule** hereunder written (hereinafter referred to as “**Project Amenities**”). The Purchaser acknowledges that the construction and development of the Project Amenities will take substantial time and agrees that the Developers shall make available the Project Amenities on completion of the development of the said Project.

The Proposed Building called ‘Highness’ is hereinafter referred to as the “**said Building**”. And both the buildings viz. Highness and Monarch to be constructed in Phase 1 are hereinafter collectively referred to as the “**said Project**”.

The said Project shall be developed in Phase-1 of the larger project upon a portion admeasuring about 1062 square meters lying in village Daighar, taluka & district of Thane out of the said Larger Land which is hereinafter referred to as the “**Project Land**” and is more particularly described in the **Second Schedule** hereunder written.

The details of the said Project along with the annexures and the RERA Certificate, are available for inspection on the website of the Authority <https://maharera.mahaonline.gov.in>

The Developers will also be developing further phases subsequently on the remaining plots of the Larger Land comprising of buildings, towers, wings, premises, structures, etc., with or without basement/s or podium/s (hereinafter collectively referred to as the “**Future Buildings**”), for residential/commercial use or both and/or such other use as the Developers may deem fit, subject to receipt of necessary approvals/permissions from TMC and other Authorities concerned in this behalf.

- G. The Developers have availed construction finance loan from Aditya Birla Housing Finance Ltd. ("Lender") and the said Lender has a charge/mortgage/security interest on the Larger Land, development rights, F.S.I/T.D.R., unsold units and on the developer's share in the said project's receivables, cashflows, moveable assets and other project assets in accordance with the terms of Indenture of Mortgage dt. 26/07/2024 and other transaction documents executed with the said Lender. The Developers are obliged/required to obtain consent, NOC from the said Lender for sale of the apartment in the said project and to ensure that the sales proceeds from the purchasers of the apartments are deposited/remitted to the said Account (defined hereunder).
- H. The Provisions of inclusive Housing for Group Housing Scheme as mandated under Regulation 3.8.2 (b) of the UDCPR are applicable to the Larger Project and accordingly the Developers shall construct and allot requisite affordable housing tenements in the said Building, as required under laws in force of this State. The Purchaser hereby admits to have been made well aware about the said scheme prior to this agreement and that the Purchaser hereby agrees and consents to the same.
- I. The said Project is duly registered with the Real Estate Regulatory Authority ("**Rera Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of the Projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Rera Authority has duly issued the Certificate of Registration No. _____ dated _____ for the said Project and a copy of the RERA Certificate is annexed and marked as **Annexure " "** hereto. The Developers, together with the land owners of Development Land are collectively referred to as the Promoters under the provisions of RERA Act and RERA Rules.
- J. This Agreement is in respect to the Flat premises which is hereby agreed to be allotted in the said Building called "**Highness**".
- K. During the mutual negotiations between the parties hereto, the Purchaser has demanded from Developers and the Developers have given adequate inspections to the Purchaser and his/her/their attorney-at-law relating to:- (i) all their documents of title and development rights & other authorities in the Larger Land including the said development agreements, conveyance deed etc and of such other title documents and records that are specified under the RERA Act and Rera Rules thereto as well as the 7 X 12 extracts of the Larger Land (7 X 12 extracts are annexed hereto as **Annexure " "**; (ii) the authenticated copy of the floor plans of the Building "Highness" annexed hereto as **Annexure " "** (iii) the Title Certificates dated 30/11/2023 issued by M.V. Jha & Co., Advocates and Solicitors certifying the title of the Larger Land being clear & marketable which is annexed and marked as **Annexure " "** hereto and (iv) all the approvals and sanctions procured till date by the Developers relating to the development of Larger Land including the N.O.C. issued by Mahatransco dated _____.

- L. The Purchaser has agreed and consented to the development of the Larger Project. The Purchaser has also examined all documents and information uploaded by the Developers 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 Purchaser has prior to the execution of this Agreement satisfied himself / herself / themselves about (i) the rights of the Developers to develop the Larger Land, (ii) the approvals and sanctions obtained till date for the development of the said Building, and (iii) the nature of the rights retained by the Developers under this Agreement. This Agreement has been entered into by the Purchaser after seeking necessary legal advice and perusal of plans for the said Project both sanctioned as well as proposed.
- M. The Developers have entered into a standard agreement as per the format prescribed by the Council of Architects with an architect, registered with the Council of Architects and has also appointed a structural engineer for the preparation of the structural designs and drawings of the said Project and will supervise the architect and the structural engineer till completion of the said Project.
- N. By Letter dated 03/05/2023 bearing serial number V.P No. S11/0104/15 TMC/TDD/4389/23 addressed by the TMC, TMC issued commencement certificate ("**CC**") *inter alia* permitting the commencement of construction of the said Project subject to the terms and conditions mentioned therein, as may be amended from time to time in accordance with applicable law. A copy of the CC is annexed hereto and marked as **Annexure " "**.
- O. The Developers have commenced construction of the said Project in accordance with the sanctioned plans, proposed plans and approvals and permissions obtained from TMC and other Authorities concerned.
- P. The Purchaser, being desirous of acquiring a flat premises in the said building, has approached the Developers and offered to acquire and buy from them a **one / two BHK** Flat No. _____ admeasuring about _____ square meters (i.e. _____ square feet) of Carpet Area (carpet area as defined in Rera Act) and _____ square meters (i.e. _____ square feet) of Balcony Area, located on ____ Floor in the said building called **Highness** i.e. more particularly described in the **Third Schedule** hereunder written and hereinafter referred to as the "**SAID FLAT**". A copy of the floor plan of the said Flat is annexed hereto and marked **Annexure " "**.
- Q. Prior to the date hereof, the Developers have executed a Letter of Allotment in favour of the Purchaser in furtherance to Request for Reservation where under the Developers have agreed to allot the said Flat to the Purchaser in the manner provided therein ("**the Letter of Allotment**").
- R. This Agreement shall always be subject to the provisions of the Act as amended from time to time and the rules framed thereunder.

- S. Relying upon the Request for Reservation and Letter of Allotment and the representations, declarations and assurances made by the Parties, to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, the Developers have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developers the said Flat at the Sale Consideration and on the terms and conditions hereinafter appearing and are willing to enter into this Agreement.
- T. Now therefore, in consideration of the mutual covenants and assurances contained herein, the Parties intending to be bound legally agree as follows.

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

1. The Developers shall construct the said building which is proposed to comprise of Stilt at Ground, 2 non habitable plus 3rd to 32nd habitable floors. The common areas, facilities and amenities attached to the said Phase are listed in the Fourth Schedule hereunder written (hereinafter referred to as "**Project Amenities**"). The Purchaser acknowledges that the construction and development of the Project Amenities will take substantial time and agrees that the Developers shall make available the Project Amenities on completion of the development of the said Project.
2. **PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION:**
 - (i) (a) The Purchaser hereby agrees to purchase and acquire from the Developers, and the Developers hereby agree to sell to the Purchaser, a **one / two BHK** Flat No. _____ admeasuring about _____ square meters (i.e. _____ square feet) of Carpet Area (carpet area as defined in Rera Act) and _____ square meters (i.e. _____ square feet) of Balcony Area, located on _____ Floor in Building called Highness in Bhoomi Castle (i.e. more particularly described in the **Third Schedule** hereunder written and hereinafter referred to as the "**SAID FLAT**") and is shown in the floor plan annexed and marked as **Annexure "G"** hereto, at and for a Consideration of **Rs. _____/- (Rupees _____ Only)** and on the terms & conditions set out in this agreement. The said Flat shall contain the fixtures, fittings and the amenities as set out in the **Fifth Schedule** hereto.
 - (b) The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser covered/mechanical parking space bearing No. _____ for the consideration of **Rs. _____/- (Rupees _____ Only)**.
 - (ii) The total aggregate consideration amount for the said Flat including parking space (if any) is **Rs. _____/- (Rupees _____ Only)** ("**Sale Consideration**"). The Purchaser has paid on or before the

execution of this Agreement, a sum of **Rs. _____/- (Rupees _____ Only)**, as advance payment towards the agreed sale consideration.

- (iii) The Purchaser shall pay to the Developers the balance Sale Consideration towards the said Flat and parking space (if any) of Rs. _____/- (Rupees _____ Only) in agreed instalments in the manner as set out in the **Sixth Schedule**, time being the essence of this contract.
- (iv) The Developers shall issue a notice to the Purchaser intimating the Purchaser about the stage-wise completion of the said building as detailed in the **Sixth Schedule** (the payment at each stage is individually referred to as the “**Instalment**” and collectively referred to as the “**Instalments**”). The payment shall be made by the Purchaser within 7 (Seven) days of the Developers making a demand for the payment of the Instalment, time being the essence of this contract. A notice / intimation forwarded by the Developers to the Purchaser that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. The Purchaser is aware and agrees that the payments milestones/instalments stated in the **Sixth Schedule** are not sequential and that the payment/instalment shall be demanded by the Developers on completion of the respective milestone irrespective of sequence in which they are written.
- (v) The Sale Consideration shall be paid to the Developers and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of “_____” (“**the said Account**”). The Purchaser shall deduct tax at source (“**TDS**”) from the Sale Consideration and shall pay the tax deducted to the Government within the prescribed time and deliver the relevant TDS certificate challans, receipts and other relevant documents, relating to each payment to the Developers as per the provisions of the Income-tax Act, 1961 and the rules made thereunder.
- (vi) The Sale Consideration agreed hereinabove excludes taxes (consisting of tax paid or payable by way of GST and all other levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction / sale of and carrying out the said Project and/or with respect to the said Flat and/or this Agreement hereafter). Similarly, any other amounts, charges, costs or overheads mentioned in this Agreement excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied hereafter). It is clarified that all such aforesaid taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the

State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Purchaser alone and the Developers shall not be liable to bear or pay the same or any part thereof.

- (vii) The Sale Consideration is escalation-free, save and except escalations / increases, due to increase on account of the development / betterment charges payable to the Competent Authority / Authorities and/or any other increase in charges which may be levied or imposed by the TMC, Local Bodies, Government Authorities, Competent Authorities, etc. from time to time. The Developers undertake and agree that while raising a demand on the Purchaser for increase in any of the aforesaid charges, cost, or levies imposed by any Authorities concerned, the Developers 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 Purchaser.
- (viii) The carpet area of the said Flat is approximate. The actual carpet area may vary from the carpet area mentioned herein due to design and construction exigencies. The Developers shall confirm the final carpet area (as per RERA) that has been allotted to the Purchaser after the construction of the said building is complete and its' Occupation Certificate (O.C) / Part O.C is granted by the TMC, by furnishing details of the changes, if any, in the carpet area (as per RERA), subject to a variation cap of (+/-) 3% (three percent). The total Sale Consideration payable on the basis of the carpet area (as per RERA) of the said Flat, shall be recalculated upon confirmation by the Developers. If there is reduction in the area within the cap of 3% (three percent) then, the Developers shall refund the excess Sale Consideration paid by the Purchaser in proportion to the area so reduced within 45 (forty-five) days with Interest Rate, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area (as per RERA) allotted to Purchaser, the Developers shall demand additional amount from the Purchaser towards Sale Consideration, which shall be payable by the Purchaser prior to taking possession of the said Flat. It is clarified that the Sale Consideration under this clause shall be adjusted in proportion to the area increased/decreased of the said Flat. Any delay or default by the Purchaser for payment of additional amount within time stipulated in the aforesaid demand notice will attract provisions of covenant clause nos. 5(iv) & (v) respectively appearing hereafter.
- (ix) All the payments received from the Purchaser will be appropriated by the Developers in the following order: (i) on or towards payment of taxes; (ii) on or towards payment of the interest on the delayed payment of the instalment and taxes thereof (if any); (iii) any other penalty/charges recoverable under this Agreement; and (iv) on or towards payment of the unpaid instalment.

- (x) On a written demand being made by the Developers on the Purchaser with respect to the payment of any amounts payable in terms of this Agreement, the Purchaser shall pay such amount to the Developer, within 7 (Seven) days of the Developers' written demand, without any delay, demur or default whatsoever.

(xi) If the Purchaser enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Developers in terms of this Agreement.

3. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC and other Authorities concerned at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser, obtain from the TMC, the Occupation Certificate / Part Occupation Certificate or Completion Certificate in respect of the said Building and shall also abide by the time schedule for completing the construction of the said Flat and hand over the said Flat to the Purchaser **PROVIDED THAT** the said Project is not affected by any of the factors/events stated in **Covenant Clause 5 (i) hereunder**. Similarly, the Purchaser shall make timely payments of all instalments 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.

4. FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE PROPOSED FUTURE AND FURTHER DEVELOPMENT OF THE LARGER LAND/ LARGER PROJECT:

- i) The Purchaser hereby agrees, accepts and confirms that the Developers propose to develop the Larger Project on the Larger Land (by utilization of the full development potentials) and develop the same in various phases in accordance with the approved plans and development permissions granted from time to time by TMC and other Authorities concerned. The Purchaser has agreed to purchase the said Flat after fully understanding the unfettered and vested rights of the Developers in this regard.

- ii) Neither the Purchaser nor any of the other allottees/purchasers of the flats or other premises in the said Project being constructed on the Project Land nor the society/organisation of purchasers or Apex Body to be formed hereafter, shall be entitled to claim any FSI, FAR, additional/premium FSI/FAR, unused FSI/FAR and / or TDR or such other or further construction benefits (by whatever term referred to) howsoever that will be available hereinafter in respect of the Larger Land/Project Land. All the FSIs/FARs and/or TDRs as aforementioned that are accrued at any time available in respect of the Larger Land/Project Land in accordance with the layout or any part thereof shall always belong absolutely to the Developers, till the completion of the entire development of the

Larger Project as contemplated by the Developers and the same is conveyed to the Apex Body in the manner set out hereinafter.

- iii) The unutilised / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Larger Land / Project Land shall always be entitled to and available to for the benefits of the Developers and they shall have the full and exclusive rights to deal / use such FSI, FAR, TDR and other benefits as they deem fit at their sole discretion, without any objection / interference from the Purchaser / Organisation / Apex Body. In the event of any additional FSI, FAR, TDR or other benefits in respect of Larger Land / Project Land or any part thereof being accrued as a result of any favourable relaxation of the relevant building regulations or laws in force or otherwise, at any time hereafter, then the Developers alone shall be entitled to the ownership and benefits of all such additional benefits for the purpose of development and / or additions to the built-up areas on the Project Land / Larger Land as may be permissible in future.

5. POSSESSION DATE, DELAYS AND TERMINATION:

- (i) The Developers shall give possession of the said Flat to the Purchaser on or before _____ ("Possession Date"). **PROVIDED THAT** all the amounts due and payable by the Purchaser as per this agreement including the Sale Consideration and other amounts have been paid in full by the Purchaser to the Developers and the Purchaser has otherwise complied and effectively performed with all the terms and conditions of this Agreement **PROVIDED FURTHER** that the Developers shall be entitled to extension of time for giving delivery of the said Flat, if the completion of the said building in which the said Flat is situated, is delayed *inter alia* on account of any or all of the following factors:-
- (a) war, civil commotion or act of God.
 - (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - (c) any force majeure events.
- (ii) If the Developers fail to abide by the time schedule for completing the said Building and for handing over the said Flat to the Purchaser on the Possession Date (save and except for the reasons as stated herein above), then the Purchaser shall be entitled to either of the following:-
- (a) Call upon the Developers by giving a written notice by Registered Post A.D. at the address provided by the Developers ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. (hereinafter referred to as "SBI MCLR") and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for

lending to the general public plus two percent ("**the Interest Rate**") thereon for every month of delay from the Possession Date, on the Sale Consideration paid by the Purchaser. The interest amount calculated as per this clause shall be paid by the Developers to the Purchaser till the date of offering the possession of the said Flat by the Developers to the Purchaser;

OR

(b) Subject to Clause no. 5 (i) mentioned above, if the Developers do not give possession of the said Flat to the Purchaser on or before time as stipulated above, then the Purchaser shall be entitled to terminate this Agreement herein contained by notice to the Developers and thereupon the Developers shall return to the Purchaser within 30 days from the date of receipt of the termination notice from the Purchaser, the amounts already received by the Developers from the Purchaser in respect of the said Flat with Interest Rate per annum from the date the Developers received the aforesaid amounts . It is further agreed that against such repayment of the amount by the Developers, the Purchaser shall unconditionally sign & execute all such documents as may be required by the Developers to validly effect the cancellation / termination of this agreement. It is agreed and understood by the Purchaser that all the rights of the Purchaser under this Agreement and/or in respect of the said Flat or otherwise howsoever shall stand extinguished forthwith in the event of aforesaid cancellation / termination. And thereafter the Developers to the exclusion of the purchaser shall be absolutely entitled to deal with, allot, sell and/or dispose of the said Flat in such manner as the Developers may deem fit without any reference or recourse to the Purchaser in this behalf.

In case if the Purchaser elects his remedy under sub-clause 5 (ii) (a) above then in such a case the Purchaser shall not subsequently be entitled to the remedy under sub-clause 5 (ii) (b) above.

(iii) In the event of cancellation / termination of this Agreement as aforesaid, the Developers shall be entitled to file declaration with respect to termination / cancellation of this Agreement, before the concerned Sub-Registrar of Assurances. On the termination hereof, the Purchaser will not have any rights or claims of any nature with regard to the said Flat and the Developers shall be entitled to deal with the same in any manner it deems fit at its sole discretion. In such an event all the amounts paid / deposited by the Purchaser towards TDS, GST (Central and State), stamp duty, registration charges and all other taxes paid/payable up to the date of termination shall stand ceased and cannot be reclaimed from the Developers by the Purchaser. However in the event that the Purchaser is in a position to obtain a refund of any such amount themselves in accordance with the provisions of law then the Developers shall not object to the same if it does not adversely affect its interests. The Developers will make reasonable representations to the concerned authorities for the refund of GST (Central and State) and other taxes and if

any such refund is granted in such a particular case, then the same shall be refunded to the Purchaser after deduction of all costs, charges, expenses and taxes incurred by the Developers (if any) in obtaining such refund amounts.

- iv) If the Purchaser fails to make any payments on the stipulated date/s or time/s as required under this Agreement, then, the Purchaser shall pay to the Developers interest at the Interest Rate (defined herein above) 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 such agreed Interest Rates.
- v) Without prejudice to any of the rights / privileges of the Developers to charge interest at the Interest Rate mentioned hereinabove and any other rights and remedies available to the Developers, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Developers shall be entitled to at its' own option and discretion, cancel, rescind or terminate this Agreement, without any further reference or recourse to the Purchaser. Provided that, the Developers shall give notice of 15 (fifteen) days in writing to the Purchaser ("**Default Notice**"), by Registered Post A.D. at the address provided herein by the Purchaser about its intention to terminate this Agreement with details of the specific breach or breaches of the terms / conditions in respect of which it intends to cancel/terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developers within the stipulated period of the Default Notice, then after expiry of stipulated period specified in the Default Notice, the Developers shall be fully entitled to cancel/terminate this Agreement by issuance of a written notice to the Purchaser ("**Developers' Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided herein by the Purchaser. On the receipt of the Developers' Termination Notice by the Purchaser, this Agreement shall automatically stand ceased, ineffective and cancelled. On the termination / cancellation of this Agreement in the manner as stated in this sub-clause, the Developers shall be entitled to forfeit **10%** of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages ("**Liquidated Damages**") and shall also be entitled to recover / deduct any discounts or cost of benefits provided by the Developers under any scheme ("**Benefits**") under which the said Flat was booked by the Purchaser. Within a period of 30 (thirty) days of the Developers Termination Notice, the Developers shall after deduction of the Liquidated Damages, the charges, amount, if any paid, by the Developers on behalf of the Purchaser, refund the balance amount of the Sale Consideration to the Purchaser.
- vi) Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Developers and/or the said Flat and the Developers shall be fully entitled to the exclusion of the purchaser to deal with and/or sale/dispose off the said Flat

in the manner it deems fit and proper at its sole discretion. In case any Society / Organisation of allottees is formed and the Purchaser has been admitted as a member of such organisation then in such case the Purchaser shall tender his resignation as member of the said organisation and surrender his/her share certificate and further the Purchaser shall also sign and execute all necessary documents evidencing the termination of this agreement and cessation of membership in this regards as required by the Developers.

vii) In the event of termination of this Agreement as per the covenant clause nos. 5 (ii) to 5 (v) stated herein above, if necessary at the request of the Developers, the Purchaser hereby agrees and undertakes to execute such deeds, documents or writings including a Deed of Cancellation to record the cancellation of this Agreement. Till Purchaser executes such deeds, documents or writings as requested by the Developers, the Purchaser hereby authorizes the Developers to retain the amounts to be refunded on the execution of such documents as requested by the Developers. In the absence of document recording such termination for any reason whatsoever including if the Purchaser is avoiding or delaying the execution of such cancellation documents or otherwise even then the Purchaser will not have any right, title or claim over the said Flat or any part thereof on such termination.

viii) It is further agreed between the Developers and the Purchaser that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Developers suffer any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Flat in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Purchaser by the Developers and accordingly the balance amount, if any, only shall be refunded/ paid to the Purchaser.

6. PROCEDURE FOR TAKING POSSESSION:

- (i) Upon obtainment of the Occupancy Certificate from the Thane Municipal Corporation ("TMC") / local authorities / planning authorities or from any other competent authorities concerned and upon payment by the Purchaser of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developers shall offer possession of the said Flat to the Purchaser in writing ("**Possession Notice**").
- (ii) The Purchaser shall take possession of the said Flat within 15 (fifteen) days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Developers as per Clause 6 (i) above, the Purchaser shall take possession of the said Flat from the Developers by executing the necessary indemnities, undertakings, acknowledgements and such other documentations as may be required by the Developers. Irrespective of whether the Purchaser takes or fails to take possession of the said Flat within the time provided in Covenant Clause nos. 6 (i) & (ii) above, the Purchaser shall become liable to pay the maintenance charges, property tax, cess, N.A. tax, statutory taxes and all other charges as may be applicable from time to time, as per covenant clause 6 (iv) herein below, from the date possession of the said Flat is offered to the Purchaser. **The Developers shall not be liable for internal maintenance and any wear and tear of the said Flat or any theft or damage to the said Flat.**

(iv) The Purchaser shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, outgoings in respect of the said Project including *inter-alia* maintenance charges, local taxes, betterment charges and other indirect / direct taxes of every nature, or such other levies as may be imposed by TMC, Revenue Authorities, Local Authorities, Government Authorities and/or other Authorities concerned including common water charges, insurance, common lights, mechanical parking systems, salaries of clerks, bill-collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project as determined by the Developers, from the date possession of the said Flat being offered to the Purchaser.

(v) Until the structure conveyance is duly executed and registered and the said Project is handed over to the Organisation of Flat Purchasers (as defined below), the Purchaser shall bear, pay or reimburse to the Developers such proportionate shares of his/her maintenance bills, taxes and other outgoings as may be determined by the Developers at their sole discretion. The Purchaser further agrees that till the Purchaser's share is so determined by the Developers at their sole discretion, the Purchaser shall pay to the Developers provisional monthly contribution towards the outgoings as mentioned in **Seventh Schedule**. The amounts so paid by the Purchaser to the Developers shall not carry any interest and shall remain with the Developers until the said Structure Conveyance is duly executed and registered in favour of the Organisation of Flat Purchasers. On execution of the said Structure Conveyance as aforesaid, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over / transferred by the Developers to the respective Organisation of Flat Purchasers.

7. If within a period of five years from the date of handing over the flat to the Purchaser, the Purchaser brings to the notice of the Developers any structural defect in the said Flat or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their

own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the RERA. **The Decision of Developer's Architect shall be final in deciding whether there is any actual structural defect in the flat/building or defective materials being used or as regards workmanship, quality or provision of service.**

8. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser shall use the car parking space or covered car parking, if allotted, only for purpose of parking his/her/ their own vehicle and not otherwise.
9. **FORMATION OF THE SOCIETY / CONDOMINIUM / COMPANY / ASSOCIATION OF THE FLAT PURCHASER:**
 - (i) The Developers shall, at their own option and discretion, be entitled to form either a Society or Company or Association of Persons ("**Organisation**") of the flat purchasers in respect of the said Project.
 - (ii) Upon **51%** of the total number of flats/units/premises in the said Project being booked by various Purchasers, the Developers shall submit an application to the Competent Authorities to form an Organisation of flat purchasers to comprise solely of the Purchaser herein along with other purchasers of flats/units/premises in the said Project, under the provisions of the laws applicable, read with RERA Act and the RERA Rules thereto.
 - (iii) The Purchaser shall, along with other purchasers of flats/ premises/units in the said Project, join in forming and registering the Organisation in accordance with the provisions of the applicable laws, RERA Act and RERA Rules, in respect of the said Project.
 - (iv) For this purpose, the Purchaser 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 said Organisation and for becoming a member thereof, including signing of the bye-laws or constitution documents of the said organization. The Purchaser agrees to duly fill in, sign and return to the Developers within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Developers to register the Organisation of flat purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft / final bye-laws or formation documents of the said Organisation, as may be required by the competent authority/authorities.
 - (v) **The name of the aforesaid Organisation of flat purchasers shall be solely decided by the Developers.**

- (vi) The said Organisation of flat purchasers shall admit all the allottees/purchasers of flats and other premises in the said Project as the case may be as registered members, in accordance with the applicable laws.
- (vii) The Developers shall be entitled, but not obliged to, join as a member of the said Organisation of Flat Purchasers in respect of unsold premises in the said Project, if any.
- (viii) Post execution of the Structure Conveyance (as defined below) in favor of the Organisation of flat purchasers of the said Project, the said Organisation shall become responsible & liable for all the operations, upkeep, management and/or other affairs of the said Project and the Purchaser shall extend all the necessary co-operation to the Developers or the Organization so formed and shall do all such necessary acts, deeds, matters and things as may be required in this regard without any complaint, dispute or objection whatsoever.
- (ix) The Developers shall form separate organisations of the allottees/purchasers ("**Other Organisation**") for each real estate project/building forming part of the Larger Project.
- (x) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation & registration of Organisation in the said Project will be borne & paid by the Purchaser on proportionate basis as determined by the Developers in their sole discretion. Such costs will include professional fees of the Advocates & Solicitors engaged by the Developers for preparing, drafting and approving all such documents executed for formation of said Organization.

10. **CONVEYANCE TO THE ORGANISATION OF FLAT PURCHASERS OF THE SAID PROJECT:**

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate with respect to the said Project, the structure of the building (excluding Podiums, if any & Rooftop Terraces) shall be conveyed to the Organisation of Flat Purchasers vide a registered indenture of conveyance ("**Structure Conveyance**"). The Organisation of Flat Purchasers and its committee members/members shall be required to cooperate and join in execution and registration of the Structure Conveyance. The costs, expenses, charges, levies and taxes on the said Conveyance and the transaction contemplated thereby including stamp duty, registration charges, advocate fees and other costs shall be borne and paid by the Organisation of Flat Purchasers alone. Post the Structure Conveyance, the Organisation of Flat Purchasers shall be responsible for the operation and management and/or supervision of the said Project including any common areas facilities and amenities handed over to them by the Developers and the Developers shall not be responsible for the same.

(ii) The said Organisation shall in its first meeting ratify the allotments of all the parking spaces in the said Project made by the Developers. The Purchaser shall not raise any dispute, obstruction, interference in this regards.

(iii) The Developers shall execute and register similar conveyances to the Other Organisation (s) that will be formed in the larger project.

11. FORMATION OF THE APEX BODY:

(i) After obtaining of the Occupation Certificate of the last of the Future Buildings of the last phase in the layout of the Larger Land and the Larger Project, the Developers shall submit requisite application/s to the competent authorities to form a Federation of all the Organisations of purchasers comprising the Organisation of the said Project and other Organisation formed in the larger project ("**Apex Body**") within the statutory time period laid down by applicable laws in accordance with the provisions of the RERA Act and Rules thereto.

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, advocates' fees and other incidental charges or outgoings incurred with respect to the formation of the Apex Body, including (a) costs for any documents, instruments, papers and other writings and registration thereof (b) professional fees charged by the Advocates & Solicitors engaged by the Developers for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Developers shall not be liable as to any cost or consequence toward the same.

(iii) The Purchaser hereby agrees to pay to the Developers on or before the 10th day of every month beginning from the month following the month in which the Developers offer to give possession of the said Flat to the Purchaser and until the complete administrative control of the Larger Land is regained by the Apex Body, property taxes, all outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses for management, upkeep, maintenance and repairs of the said Project and the Larger Land including common areas and facilities, maintenance charges as applicable and as the case may be, and common lights, parking systems, common sanitary and other utility services, garden and other services and amenities including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever.

12. CONVEYANCE OF THE LARGER LAND TO THE APEX BODY:

- (i) The Promoters and Apex Body shall execute and register an instrument of Conveyance in favour of the Apex Body ("**Apex Body Conveyance**") whereby the Promoters shall convey all its right, title and interest in the land comprised in the Larger Land and in all the areas, spaces, common areas, facilities and amenities in the Larger Land that are not conveyed to the Organisation of purchasers of the said Project &/or Other Organisation formed in the larger project within statutory time period from the registration of the said Apex Body.
 - (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body and its member organisations alone. The Apex Body to be formed shall demand from all its members/organisations and the Purchaser herein, the proportionate costs, expenses, charges, levies and taxes applicable in respect of the Apex Body Conveyance and the transaction contemplated thereby including stamp duty, registration charges, advocate fees and other incidental costs. Post the Apex Body Conveyance, the Apex Body shall be responsible / liable for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Developers shall not be responsible / liable for the same.
 - (iii) The Purchaser individually as well as a member of the Organisation of flat purchasers of said Project and/or Apex Body agree that TMC &/or any such concerned authorities shall have uninterrupted or free access to inspect, repair and/or carryout maintenance of the water pipelines, drainage & sewage lines, electrical systems, STP plants, fire fighting systems, gas lines and other provisions in relation to the said Larger Project or any part thereof and shall co-operate with the Authorities for effective operations or maintenance thereof and shall not raise any dispute, obstruction, interference or objection in this regards.
 - (iv) The Apex Body shall in its first meeting ratify the allotment of all the car parking spaces in the Larger Project made by the Developer. The Purchaser shall individually as well as the member of the organisation and / or Apex Body shall not raise any dispute, obstruction, interference in this regards.
13. The Purchaser shall, on or before delivery of possession of the said Flat as stipulated herein, deposit all the amounts with the Developers as agreed in this agreement. The Purchaser agrees and confirms to be fully conversant about certain amounts as mentioned in this agreement are not refundable and No accounts or statement will be required to be given by the Developers to the Purchaser in respect of the above amounts deposited by the Purchaser with the Developers.

14. The Developers shall maintain a Separate Account in respect of the sums received by the Developers from the Purchaser and other flat purchasers as advance or deposit or sums received on account of the share capital for the promotion of the Apex Body and/or various Organisations of flat purchasers as may be formed by the Developers or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.
15. The Purchaser(s) will be liable to pay / reimburse any costs of installation / connection charges and deposits of electricity, water supply, piped gas, sewerage services, etc. on or before the handing over possession of the said Flat. The Developers shall not be liable to render any account for any amounts so collected stated herein above.
16. The Purchaser hereby also agrees that in the event of any amount by way of premium, security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water supply, electricity / cable connections, transformers, sewage lines etc. for the said Project that will be payable to the TMC or any other authorities, then the same shall be paid or reimbursed by the Purchaser to the Developers proportionately with respect to the said Flat and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser.
17. The Developers have informed the Purchaser that there are common access road, street lights, common recreation space, mechanical parking systems, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities including podium and conveniences in the layout of the Larger Land. The Developers have further informed the Purchaser that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser along with other purchasers of flats/units/premises in the said Project and/or on the Larger Land, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the said Project including the Purchaser herein and the proportion to be paid by the Purchaser shall be determined by the Developers and the Purchaser agrees to pay the same regularly without raising any dispute or objection with regard thereto.
18. The Purchaser as individual purchaser or as a member of his society / organization of the said Project or Apex Body shall not object, complaint, dispute or oppose the Developers for laying any pipelines, underground or overhead electrical cables/wirings/ systems, electric transformers, electric sub-stations, telephone cables, wifi / fiber / optical connections, water pipelines, water tanks (underground, overhead, concealed or otherwise), rain-harvesting facilities, fire-fighting systems and other supplies, gas-pipe lines, drainage lines, sewerage lines etc., belonging to or meant for any of the Future Buildings on any portion of the Larger Land.

19. The Developers shall be entitled to construct on a temporary basis one or more site office/sales lounge on the Larger Land in accordance with Development Control Regulations and shall have the right to access / occupy the same at any time without any restriction whatsoever irrespective of whether the Larger Land, or any portion thereof has been transferred to the Apex Body until the development of the Larger Land and / or amalgamated lands has been completed in all respects.
20. The Developers reserve to themselves the right to transfer the said Project/Larger Project, the Project Land, the Larger Land or any part thereof to any third party at any time in accordance to the provisions of the Act and the Purchaser hereby accords his consent to the same and undertakes not to raise any objection in this regards and waives his rights to raise such objection or make any claims in that regard. The Developers shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Larger Land, and/or the said Project and/or any part thereof or any of the Other Tower and/or the Future Buildings or structures to be constructed thereon, Provided that the same does not in any way materially prejudice the rights of the Purchaser in respect of the said Flat.
21. The Developers shall be at a liberty and is entitled to complete any portion/ floor/ part of the said building, and apply for and obtain part occupation certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take the said Flat for possession on the basis of such part occupation certificate which relates to the said Flat. In such an event, the Developers shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the said building and/or said Project and/or the Larger Project even if the same causes any nuisance and/or annoyance to the Purchaser and the Purchaser agrees and covenants not to raise any objection and/or claim in that regard.
22. The Developers will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available to which the Purchaser shall not have right to object, and it is expressly agreed that the Developers shall be entitled to put a hoarding or grant on lease site for pager station, cell base station and telecom towers on the Larger Land or on the said building or on the Other and Future Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose the Developers are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building and the Purchaser agrees not to object or dispute the same. The Developers shall be entitled to install its logo in one or more places in or upon the said building, Future Buildings, Larger Land and the Developers reserve to themselves full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

23. The Developers would be entitled to aggregate any contiguous land parcel and amalgamate it with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. Until the entire development of the Larger Land / amalgamated lands to its full development potential has been completed in all respects, the Purchaser shall not interfere in any manner in any work of development or construction and the Developers alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall have no right or interest in the enjoyment and control of the Developers in this regard and the Purchaser shall not hinder or obstruct the Developers in this regard or in the exercise by the Developers of their aforesaid rights.
24. The Purchaser is aware that the Developers will be developing the Larger Land in a phase-wise manner on such terms and conditions as the Developers may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developers deem fit and the Developers shall be entitled to grant or offer upon or in respect of any portion of the Larger Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the Larger Land in such manner as may be desired by the Developers.
25. The Purchaser has / have been informed and acknowledge(s) that the FSI proposed to be consumed in the said Project may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Larger Land taking into account the FSI to be utilised in all buildings to be constructed thereon. The Developers at their sole discretion, may allocate/consume such buildable FSI or other benefits for the said Project being constructed on the project land or elsewhere in the larger project as the Developers may think fit and the Purchaser herein is agreeable to such right of the Developers. The Purchaser as individual purchaser or member of Organization of the said Project or Apex Body shall not dispute the same and/or put any claim, demand, obstruction or opposition whatsoever in any additional FSI or buildable areas in respect of the said Project or the project land or larger land or any part thereof in future.
26. The Developers shall be at the liberty and may at their sole discretion change/amend the sanctioned plans, lay-out plan, specifications, development works, amenities and facilities of the Future Buildings / Proposed Layout / Larger Project (excluding the said Building) in accordance with the laws of this State and applicable development regulations laid down from time to time in this behalf.

27. The Developers may at their sole discretion permit the Purchasers in one phase to use the development works, amenities and facilities in common areas of other phase/s of the Larger Project. And the Purchaser hereby grants his/her consent to the said arrangement and further undertake that he/she as individual purchaser or a member of the Organization of the said Project or Apex Body will not object, oppose or complaint in this regard in future.
28. The Purchaser has / have been informed that the Developers have proposed certain areas for recreation grounds (RG), parking spaces and other amenities as a part of Larger Project. And that due to the pending judicial adjudication over the issue of location of RGs, the provision of such amenities, sizes and location thereof is subject to the outcome thereof. The Purchaser as individual purchaser or a member of Organization of the said Project or Apex Body shall not raise any dispute, claim, demand, objection, complaint, obstruction or any such adversity against the Developers or their successors-in-interests in this regard or in their exercise of its aforesaid rights hereinafter.
29. **MORTGAGE, SECURITIZATION AND LOAN:**
- (i) The Developers have availed construction finance loan from Aditya Birla Housing Finance Ltd. ("Lender") and the said Lender has a charge/mortgage/security interest on the Larger Land, development rights, F.S.I/T.D.R., unsold units and on the developer's share in the said project, project receivables, cashflows, moveable assets and other project assets in accordance with the terms of Indenture of Mortgage dt. 26/07/2024 and other transaction documents executed with the said Lender.
- (ii) The Developers may depending upon their financial requirements and subject to the consent of the Lender, cause mortgage or charge /lien over the project land/larger land and / or superstructure thereon (excepting the said flat) and /or unsold apartments in the said Project with/in favour of any banks / financial institutions. And that the Purchaser hereby grants his/her/their consent for the same. The Purchaser hereby assures and undertakes that he/she/they will sign and execute specific consent, NOC, confirmation, declaration, and / or any other documents as may be required for the said purpose without raising any condition, claim or demand whatsoever in this behalf.
- (iii) The Purchaser hereby accords his/her consent to the Developers to securitize the Sale Consideration and/or part thereof and other amounts receivable by the Developers under this Agreement and to assign to banks, financial institutions or any other person(s) the right to directly receive from the Purchaser the Sale Consideration or other amount or any part thereof. The Purchaser upon receipt of any such intimation in writing from the Developers agrees and undertakes to pay without any delay, demur, deduction or objection to such banks, financial institutions, etc. the Sale Consideration or any part

thereof and/or the other amounts payable under this Agreement. The Developers confirm that the same shall be valid payment of the Sale Consideration and discharge of the Purchaser's obligations hereunder.

(iv) It is agreed that the Purchaser shall be entitled to avail loan from a bank, financial institution, lender, etc. and to mortgage the said Flat by way of security for repayment of the said loan to such Bank, etc. only with the prior written consent of the Developers. All the costs and expenses in connection with the procurement and availing of the said loan and mortgage of the said Flat and payment of charges to the banks, institutions, etc. shall be solely and exclusively borne and incurred by the Purchaser alone. The Developers will grant their no-objection, whereby the Developers will express its no-objection to the Purchaser availing of such loan and mortgaging the said Flat with such bank/financial institution, Provided however, the Developers shall not incur any liability/obligation for repayment of the monies so borrowed by the Purchaser and/or any monies in respect of such borrowings including repayment, interest, cost and other burdens thereof and Provided further that such mortgage or other liability created in favour of such bank, financial institution, etc. in respect of the said Flat of the Purchaser shall not in any manner jeopardise the Developers' right to receive full Sale Consideration and other charges / amounts by virtue of these presents and/or to develop the balance portions of the Larger Land. Such mortgage or facility caused by the Purchaser in favour of such bank / financial institution shall always be subject to the Developers' first lien and charge on the said Flat in respect of the unpaid amounts payable by the Purchaser to the Developers under this Agreement and subject to the other terms and conditions contained herein. The Developers will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Flat directly to the Developers as per the Schedule of Payment of the sale consideration amount set out in this Agreement.

(v) The Purchaser shall be entitled to avail loan from a bank/financial institution and to mortgage the said Flat after possession of the said Flat is handed over to the Purchaser. Provided however, that the Developers shall not incur any liability/ obligation for repayment of the said loan proceeds or any costs, liabilities or consequences thereof in any manner whatsoever to such bank/financial institution. The Purchaser shall be solely liable to bear and pay (if applicable) all the amounts, taxes, charges, premiums, fees and other burdens required to be paid to the concerned authority/ies including to the Corporation, Collector, Revenue Authorities or Government Authorities for the creation of such mortgage / charge / lien on the said Flat as and when demanded by any of these authorities concerned and only upon due compliances of all the terms and conditions for the creation of mortgage / charge/ lien on the said Flat, as imposed by the Developers & concerned authorities and thereafter the Purchaser shall be entitled to create mortgage / charge/ lien on the said Flat. The Developers shall not be liable for any of the acts of

omission or commission of the Purchaser which are contrary to the terms and conditions governing the loan and/or the mortgage. It shall be the sole responsibility of the Purchaser to inform the Organisation of Flat Purchasers in the said Project about the lien/charge of such bank/ financial institution and the Developers shall not be hereafter responsible or liable for the said liability in any manner whatsoever.

- (vi) The Purchaser hereby indemnifies and shall keep indemnified the Developers and their successors-in-interests from and against all the claims, costs, charges, expenses, losses, damages, liabilities, actions, suits, proceedings and other consequences whatsoever which the Developers may suffer due to any action that may be initiated by the Bank / Financial institution on account of such loan or for recovery of loan on account of any breach by the Purchaser of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Purchaser hereby agrees that the Developers shall have first lien/charge on the said Flat towards all the claims, cost, charges, expenses, losses incurred by the Developers and the Purchaser undertakes to reimburse the same to the Developers without any delay or demur or default.

30. **FACILITY MANAGEMENT:**

- (i) Notwithstanding the other provisions of this Agreement, the Developers shall be entitled to appoint/nominate any one or more persons ("**Facility Management Agency**") from time to time during various phases of construction in order to manage the operations and maintenance of the said Project and its common amenities, provisions and other facilities and Future Buildings and their respective common amenities, common areas, facilities and infrastructure in whole to be developed upon the Larger Land or any portion thereof as may be determined by the Developers in their sole discretion. The Developers shall have full authority and discretion to negotiate with such Facility Management Agency / Agencies and to enter into and execute formal agreement/s for maintenance and management of the said Project and its common amenities & other facilities and Future Buildings and their respective common amenities, common areas, facilities and infrastructure in whole proposed upon the larger land. The costs & expenditures incurred in the upkeep, operations and maintenance by such Facility Management Agency/Agencies of the said Project and its' appurtenances thereto will have to be borne & paid by the Purchaser proportionately or the Organization of the said Project. Similarly the costs and consequences for the operations and maintenance of the Facility Management Agency / Agencies in respect of the Future Buildings or larger land and all the common amenities, facilities, provisions and infrastructure in whole will have to be borne & paid by the purchasers/occupants of the Future Buildings and/or Larger Project on a pro-rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary from time to time depending upon the phases completed during the Larger Project and the Purchaser undertakes not to raise any dispute, objection, complaint or adversity whatsoever regarding the appointment of any

Facility Management Agency / Agencies by the Developers for any building/s that may be constructed on the Larger Land including the said Project or towards the maintenance charges determined by such Agency/ Agencies from time to time. It is agreed and understood by the Purchaser that the cost of maintenance of the said Project and other common areas, facilities and infrastructure appurtenant thereto shall be borne and paid only by the Purchaser and other purchasers/occupants of the Larger Project on a pro-rata basis. The Purchaser agrees to abide by any and all the terms, conditions, rules and/or regulations that may be imposed by the Developers and/or the Facility Management Agency/cies, including without limitation, the payment of the Purchaser's share of cost of contribution, service charges and other taxes that may become payable, from time to time in this behalf. The Purchaser is aware that the Developers are not in a business of providing services proposed to be provided by the Facility Management Agency/cies. The Parties hereto agree that the Developers are not and shall not be responsible or liable in connection with any deficiency, defect or performance or otherwise of the services provided by such Facility Management Agencies.

(ii) The Purchaser hereby agrees to pay / reimburse his/her share of costs, charges, expenses, fees and applicable taxes payable for the services provided by the said Facilities Management Agency/cies from time to time. Thereafter the Organisation of Flat Purchasers / Apex Body so formed if desired may enter into Maintenance / Service Agreement with the said Facilities Management Agency / Agencies so appointed by the Developers for maintenance and other services to be provided in the said Project or Future Buildings or Larger Project as case may be, for such fees and on such terms and conditions as may be agreed upon.

(iii) The Purchaser hereby agrees and consents to all the authorities of the Developers mentioned in Covenant Clause Nos.30 (i) & 30 (ii) herein above. The Purchaser further undertakes to assist and cooperate the Developers and/or the Facility Management Agency/cies from time to time in effectively keeping the flats and other units along with the said Project and amenities thereto secured and maintained in tenable conditions. The Purchaser(s) hereby agree/s and accept/s that for security reasons, the Facility Management Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the Purchaser along with other occupants & visitors of the said Project. However, it has been made clear to the Purchaser herein that the entire internal security of the said Flat shall be the sole responsibility of the Purchaser of the said flat and its' occupants and that the Developers or the Facility Management Agency/cies shall not be held liable / responsible for any fire, short circuit, theft, robbery, burglary, criminal trespass, serial crimes, losses, damages, accidents or such other untoward incidences suffered by the Purchaser / occupant of the said flat.

31. TAXES AND OTHER CHARGES:

- (i) The Developers shall bear and pay all the outgoings and statutory dues including municipal taxes, taxes for project land under construction, work-contract-tax, non-agricultural assessment dues and/or charges of any sort in respect of the said Project or the Project Land and the development thereof, till the Developers offer the possession of the said Flat to the Purchaser; after the which the Purchaser along with other purchasers of the said Project / Organization will be wholly liable and responsible on pro-rata basis towards the payments of all such taxes, outgoings and other statutory dues including fines, penalties or delayed charges (if any). It is clarified that all taxes, dues, cess, outgoings with respect to the said Flat for a period commencing from the Developers offering the possession of the said Flat to the Purchaser shall be borne and paid by the Purchaser as per the details provided by the Developers and the Purchaser as allottee or member of organization or apex body will not object or dispute the same at any point of time thereafter.
- (ii) After the possession of the said flat being offered by Developers as contained in this agreement, the Purchaser shall become liable to pay his/her proportionate share of property tax to the TMC assessed on the said Project provided however that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than covered car park, the Purchaser alone shall bear and pay such special taxes and rates without any delay/failure.
- (iii) The Purchaser hereby agrees that in the event of any additional amount as may notified by any Competent Authority/ies, becoming payable by way of levy of premium or tax or otherwise to the local authority or concerned authority/ies or any amount becoming payable by way of betterment / development charges or such other levies or any other payment of a similar nature in respect of the Project Land and/or the said Project after the execution of this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Developers without any delay / failure.
- (iv) The Purchaser and/or the said Organisation of Flat Purchasers shall reimburse to the Developers, any refundable deposits paid by the Developers in respect of the Apex Body or the Organisation of Flat Purchasers or any other association as may be formed by the Developers.

32. COVENANTS OF THE PURCHASER:

In addition to what is contained elsewhere in this Agreement, the Purchaser himself/herself and with the intention to bind all persons to whom the said Flat may be given, hereby covenants with the Developers as follows:-

- (a) To maintain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat being offered to the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said building or common amenities / facilities attached thereto or to the Future Building (s) or

common amenities / infrastructure attached therein which may be against any rules and regulations of Corporation, Local Authorities or Government Authorities or any other Authority concerned. And the Purchaser shall not change or alter or make additions or demolition or modification whatsoever in or to the said building or the said Flat or any part thereof without the prior written permission of the Developers or the Organisation of Flat Purchasers /Apex Body, as the case may be;

- (b) Not to store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible, dangerous or banned (save and except the goods or articles which are used for residential purposes) or are so heavy as to damage the construction or structure of the said building or its' premises, or store goods or articles which are objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said building or any part thereof and the Purchaser shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas of the said Project or anywhere else in Larger Project or any part thereof and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lifts, staircases, common passages or structure of the said building or other parts of the Larger Project, including the entrances, passages, lobby areas, drive ways, parking areas, staircases, lifts, common areas, etc. of the said building or anywhere else in the Larger Project;
- (c) To carry out at their own costs all internal repairs to the said Flat and maintain it in a good & tenable condition and the Purchaser shall not do or suffer to be done anything in or to the said building or in the said Flat or any part thereof which may be against the rules and regulations of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for all the costs & consequences thereof to the concerned local authority and/or other public authority and the Purchaser does hereby indemnify and keep indemnified the Developers in this regard;
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external façade, and aesthetics and outside colour scheme of the said building or any part thereof. The Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise. The Purchaser shall not shift or alter the location of the windows or ventilators in the said Flat or the said building;
- (e) To keep the sewers, drains and pipes in the said Flat and appurtenants thereto in good & tenantable repairs and conditions and in particular support, shelter and protect all other parts of the said building and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C, structure, pardis or other structural

members in the said Flat or the said building or any part thereof without the prior written permission of the Developers and/or of the Organisation of Flat Purchasers / Apex Body, as the case may be;

- (f) Not to enclose the passages, if any, forming part of the said Flat without the previous written permission of the Developers and/or the Organisation of Flat Purchasers / Apex Body, as the case may be, and of the Municipal and other concerned authorities;
- (g) Not to affix air conditioner/s, antenna/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said building or any part thereof in any manner whatsoever;
- (h) Not to shift or alter the position of either kitchen, piped gas system or bathrooms, toilets, ducts, etc. which would affect the drainage system of the said Flat / the said building / or any part thereof in any manner whatsoever;
- (i) Not to throw dirt, filth, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said building or any part thereof or the Larger Land or any part thereof;
- (j) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Project or Larger Project or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (k) All the taxes, dues, cess, outgoings due and payable in proportion to the carpet area of the said Flat and in the manner as set out herein shall be borne, reimbursed and paid by the Purchaser, including any increases and any new or additional taxes, rates, revenues, etc. from time to time;
- (l) The Purchaser shall on demand made by the Developers from time to time, deposit / pay to the Developers his proportionate share towards the costs of installation of water meter, gas pipeline and electric cable meter and/or any other deposits / overheads to be paid to TMC or local authority or any other authority concerned as per the calculation determined by the Developers;
- (m) The Purchaser shall abide, observe and perform all the rules and regulations which the proposed Organisation of Flat Purchasers / Apex body may adopt at its inception and alterations or amendments thereof that may be made from time to time for the safety, protection and maintenance of the said Flat and the said Project or any part thereof. The Purchaser shall be liable for due observance and performance of all the rules and regulations laid down from time to time by TMC, local authority, government, public bodies and other authorities concerned in relation to the upkeep of the said Project or the Larger Project. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organisation of purchasers of the said Project and/or by the Apex Body regarding the use & occupation of the units / flats in the said Project or Larger Project or any part thereof and the Purchaser shall pay, reimburse and contribute regularly and punctually towards all the taxes, expenses and other outgoings without any delay, excuse or failure whatsoever;

- (n) The Purchaser shall not be entitled to sell, transfer, assign, and/or deal with or dispose of the said Flat, except upon receiving the written consent of the Developers to such sale, transfer, or assignment.
- (o) The Purchaser shall sign and execute all such forms and applications as may be required or as may be specified by the Developers for the formation of the Apex Body and/or the Organisation of Flat Purchasers or any other Association of the said Project, as the case may be, under the provisions of applicable law and rules and/or for the enrolment of the Purchaser as a member thereof;
- (p) The Purchaser undertakes not to sell/ transfer/ lease/ sub-lease/ provide on license basis or deal with the parking space, if any allotted to him independent of the said Flat.
- (q) The Purchaser agrees and confirms that the covered car park space, if any allotted to him, shall stand automatically cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Flat.
- (r) The Purchaser agrees that in the event the Purchaser sells the said Flat to any person or party, subject to what is stated hereunder then in that event the rights, if any, hereunder in respect of the covered car park space shall stand transferred to such intending purchaser(s).
- (s) The Purchaser agrees that the unauthorized usage of covered car park space, if any, allotted shall be leviable with fine/penalty and other consequences as may be determined from time to time by the Developers.
- (t) The Purchaser shall not change the name of the said building and/or the Larger Project either by himself or through the Apex Body and/or the Organisation of Flat Purchasers, as the case may be, at any point of time without the prior written permission of the Developers.
- (u) The Purchaser hereby confirm/s and acknowledge/s that the specifications mentioned in the advertisements or the sample flat / mock flat and its' colour, texture, the fitting(s), fixture(s) or any installations depicted therein are only suggestive in nature and the same are not intended to be provided as standard specifications and / or services or cannot be construed as same for the apartments of the said Project. The Purchaser hereby admits that he/she has / have not relied on the same for his / her / their / its decision to acquire the said Flat in the said building or Larger Project and the Purchaser further acknowledges that he/she/they has / have seen all the approvals and time schedules of the said Project and is fully satisfied with the same and shall not hereafter raise any dispute, question or objection with regards to the same.
- (v) The Purchaser shall permit the Developers and their Architects, Engineers, RCC Consultants, Surveyors, Contractors, Agents, Employees and other Authorized Person with or without workmen and others upon the reasonable notice given by the Developers to the Purchaser in this behalf, to enter upon the said Flat to view and examine the state and condition thereof and execute any works required therein;
- (w) The Purchaser shall be liable and hereby expressly agrees to bear, pay or reimburse all the existing and future local body tax, GST and / or other taxes and charges and / or levies

that may be imposed, whether payable in the first instance or otherwise, and all the increases thereof which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities from time to time hereafter.

- (x) The Purchaser is aware and acknowledges that the Developers are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, covered parking spaces or other premises constructed/to be constructed on any portion of the Larger Land and the Purchaser shall not raise any complaint or objection with respect to the same hereafter.
- (y) The Purchaser shall not at any time do any work or activity in or out of the said Flat or the said building, which would jeopardize the soundness or safety of the said building or any part thereof or prejudicially affect the same.
- (z) The Purchaser shall use the passenger lifts in the said building in accordance with the rules and regulations framed in that regard, from time to time.
- (aa) The Purchaser shall pay all the amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement for Sale and shall unconditionally observe and perform all the terms, conditions, provisions, stipulations and covenants contained in this Agreement for Sale (as allottee of the said flat as a member of the organization / apex body) as far as the same are required to be observed and performed by the Purchaser and shall keep the Developers indemnified against all actions, suits, losses, damages, costs, liabilities, charges, expenses, fines, penalties, levies and other consequences whatsoever incurred or suffered by or caused to or levied or imposed on the Developers by reason of the non-payment or non-observance and/or non-performance thereof;
- (bb) Irrespective of a dispute, if any, arising between the Developers and the Purchaser and/or any Organisation of Flat Purchasers formed in accordance herewith, all the amounts, contributions and deposits including the amounts payable by the Purchaser to the Developers under this Agreement shall always be paid punctually to the Developers and shall not be withheld by the Purchaser for any reason whatsoever;
- (cc) The Developers shall not be liable to pay monthly outgoings or any other charges towards maintenance of the said Project (by whatever name called) and the said Property in relation to the unsold premises in the said Project or any part thereof;
- (dd) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said building or any part thereof shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said building or any part thereof for storage or for use by servants or other persons at any time hereafter.
- (ee) The Developers may complete any part, portion or floor of the said building or any part thereof and obtain part occupation certificate and give possession of the said Flat to the Purchaser and the Purchaser shall not raise any complaint, objection or dispute thereto or protest / obstruct the execution of such work on the ground of nuisance, disturbance,

inconvenience or otherwise. The Developers shall endeavour to minimise the cause of nuisance or disturbance.

- (ff) The Purchasers shall not display at any place in the said building or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said building or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the said building or any part thereof or anywhere else on the Larger Land or any structures thereon.
- (gg) The Purchaser/s agree(s) and undertake(s) that from date of possession of the said flat as stated in this agreement, the Purchaser shall be entitled to carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developers/Organisation of Flat Purchasers / Apex Body and without causing any loss, damage or disturbance to the said building and other purchasers of flat(s)/premises/units therein. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Flat or the said building, the Developers shall be entitled to call upon the Purchaser to rectify the same at the purchaser's own cost and to restore the said Flat and/or said building to their original conditions within 30 (thirty) days from the date of intimation by the Developers in that behalf. If the Purchaser does not rectify the breach within the such period of 30 (thirty) days, the Developers may carry out necessary rectifications / restorations to the said Flat or the said building (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Developers shall be recovered / reimbursed from the Purchaser. If the Purchaser fails to pay or reimburse to the Developers any such costs, charges or expenses within 7 (seven) days of demand made to the Purchaser by the Developers in this behalf, then the same would be deemed to be a charge / encumbrance on the said Flat. The Purchaser hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developers and their successors (i) from and against all the actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developers or which the Developers may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Flat or the said building or Larger Project or any part thereof and (ii) for all costs and expenses incurred by the Developers for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by Developers or its' agents for rectification/restoration of the said Flat or the said building or the Larger Project.
- (hh) Upon the possession of the Flat being offered to the Purchaser hereunder, the Purchaser shall be deemed to have granted a license to the Developers, its engineers, workmen, labourers or architects to enter upon the Said Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the said building or if necessary any part of the said Flat provided the said Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser or

- his agents and the Purchaser/s shall pay/reimburse to the Developers all the costs, losses or damages suffered by them on account of the act of the Purchaser or his agents. The Developers shall not be liable for any accident, theft, damage, loss or inconvenience caused to the Purchaser on account of any work of rectification carried out in the said Flat or the said building as aforesaid. If the Said Flat is closed and in the opinion of the Developers any rectification or restoration is necessary in the interest of the said building and/or other occupiers therein, the Purchaser hereby consents and provide authority to the Developers to break open the lock of the main door/entrance of the said Flat and to enter upon and access the same at all times to carry out the said rectification / restoration work till completion thereof and the Developers shall not be liable for any loss, damage, theft or inconvenience caused to the Purchaser on account of such access / work in the said Flat.
- (ii) The Purchaser is aware that electricity transmission lines pass over part of the larger land. And the Purchaser agrees to observe and perform all the stipulations and conditions laid down by Mahatransco at all the times. The Purchaser further declares that he shall not do or cause anything to be done which may infringe or flout any of the guidelines or norms laid down by Mahatransco in the Larger Project. In any case the Developers shall not be responsible / liable for any loss, damage, cost or consequences thereof.
- (jj) The Developers may during the development of Larger Project temporarily barricade certain areas and / or debar the entry / use of certain areas of the said Project that is in its opinion unsafe for the purchaser or other occupants of the said Project. The Purchasers shall not object any such decisions / actions of the Developers hereafter.
- (kk) The Purchaser may visit the said Project site during construction with prior appointment only. During such visits the Purchaser shall observe, comply with all the safety precautions advised by the Developers and / or their representatives. At times, the Developers may restrict any such visits considering the age/number of visitors, seasonal factors, stages or process of the ongoing construction activities at site etc.
- (ll) The Developers shall also be free to construct or replace any sub-station for electricity supply, STP (Sewage Treatment Plant), offices and other facilities for the Organisation of Purchasers formed in the said Project and other Future Buildings, including parking spaces in the open compound, underground and overhead tanks, gardens, parks, play areas, security guards' cabins, common toilets, septic tanks, soak pits, drains, solar panels, E.V. Charging Points and other connections/utilities at such location/s in the said Project or future buildings or Larger Project or any part thereof as the Developers at their sole discretion may think proper or convenient.
- (mm) The Purchaser has represented and warranted to the Developers that he has the power and authority to enter into and execute this Agreement.

33. REPRESENTATIONS OF THE DEVELOPERS:

Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developers hereby represent and warrant to the Purchaser as follows -

- i. The Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the said Project;
- ii. The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii. There are no encumbrances upon the Project Land or the said Project except those disclosed to the Purchaser and under RERA;
- iv. There are no litigations pending before any Court of Law with respect to the project land or said Project except for those disclosed to the Purchaser and/or RERA Authority;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project or Project Land shall be obtained by following due process of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Project Land and common areas;
- vi. The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the said Project and the said Flat, which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of Structure Conveyance to the Organization of Purchasers the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the organization of Flat Purchasers;
- x. The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Structure Conveyance and thereupon shall be proportionately borne by the Organisation of Flat Purchasers;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Developers in respect of the Project Land and/or the said Project except those disclosed to the Purchaser or Rera Authority.

34. **MISCELLANEOUS:**

- (i) The stamp duty and registration charges and other related charges shall be borne and paid by the Purchaser alone.
- (ii) Save and except as provided herein, this Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.
- (iii) **Notice:** All notices to be served on the Purchaser/s in connection with this Agreement shall be deemed to have been duly served on the Purchaser/s if sent to the Purchaser/s by R.P.A.D. / Speed Post AD / Courier or by hand delivery or by Fax or E-mail to the address / phone number / email id (as the case may be) of the Purchaser/s hereinbefore mentioned / provided by the Purchaser/s from time to time.

The address of the Purchaser for the purposes of this Agreement is given as below:

Name : _____

Address : _____

Contact Details: Resi. _____ Office. _____

Mobile No. _____ Whatsapp No. _____

- (iv) A notice shall be deemed to have been served as follows:
 - (a) if personally delivered, at the time of delivery;
 - (b) if sent by Courier, R.P.A.D, Speed Post AD or by Fax or E-mail at the time of delivery thereof to the person receiving the same.

In the event the Purchaser changes his/her/their aforesaid address, then the Purchaser shall intimate about the said change of address to the Developers well in advance and thereafter all the notices and communications as mentioned above shall be addressed to such changed address provided by the Purchaser. In case joint purchasers, the Developers shall address all communication and correspondence to the purchaser whose name appears first in this Agreement.

35. **Interpretation:**

In this Agreement where the context admits:

- (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified,

- re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
 - (c) any references to the masculine, the feminine and the neuter shall include each other;
 - (d) any references to a "company" shall include a body corporate;
 - (e) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Thane, or any place where any act under this Agreement is to be performed;
 - (f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
 - (g) All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly;
 - (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 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 determination of any period of days for the occurrence of an event or the performance of any act or thing 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, organisation, 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.

36. Binding Effect:

Forwarding this Agreement to the Purchaser herein or Allottees by the Developers does not create a binding obligation on the part of the Developers or the Purchaser / Allottee until, firstly, the Purchaser / Allottees signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser / Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers in this behalf. If the Purchaser / Allottee fails to execute and deliver to the Developers this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchase / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser / Allottee for rectifying the said default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser / Allottee(s), application of the Purchaser / Allottee (s) shall be treated as cancelled and all the sums deposited by the Purchaser / Allottee(s) in connection with the purchaser amount of the said flat including the booking amount, after deducting all the deductible amounts as mentioned herein above, shall be returned to the Purchaser / Allottee(s) without any claim, interest or compensation whatsoever.

37. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable

law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. Method of Calculation of Proportionate Share:

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the said Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the other premises/units/areas/spaces in the said Project.

39. Governing Law:

- (a) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA Act and the Rules and Regulations there under.
- (b) This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the competent courts of Thane shall have exclusive jurisdiction for all disputes arising under this Agreement.

40. Further Assurances:

- (a) The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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 or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- (b) The Purchaser represents and assures that he has read the terms and conditions of this Agreement and has understood the Purchaser's liabilities and limitations as set forth herein and has neither relied upon nor been influenced by any sample/mock up flat/s, marketing brochures, emails, advertisements, representations of any nature whatsoever whether written or oral.

41. Applicability of provisions of this agreement upon subsequent purchaser (s) or allottee (s):

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 said Project shall equally be applicable to and enforceable against any subsequent allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.

42. Joint Allotees:

That in case there are Joint Purchasers/Allottees all the notices & other communications shall be sent by the Developers to the Purchaser whose name appears first and at the address given by him/her/them in this agreement which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.

43. Not a Demise:

Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the said flat, said Project, Larger Land or any part thereof. The Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, infrastructures, etc., will remain the property of the Developers till final assignment of the Larger Project to the Apex Body. Till then, all the development rights, authorities and overall control with respect to the same shall always remain with the Developers.

44. Waiver:

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

45. Entire Agreement:

This Agreement alongwith its schedules and annexures constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, marketing materials, advertisements, artistic impression of layouts, writings, allotment, brochures and/or any other documents shared, furnished or entered into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

46. Investors' Clause:

The Purchaser is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of three years from the date of this agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of three years. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

FIRST SCHEDULE

(Description of the Larger Land)

PART 'A' : - **DEVELOPMENT LAND** described herein above ALL THAT pieces and parcels of lands bearing Survey No. 95 / 2 / 3 admeasuring 1650 square meters, Survey No. 98 / 1 / 2 admeasuring 2880 square meters, Survey No.102 / 1 / A admeasuring 3950 square meters, altogether admeasuring **8,480 square meters** which are lying, being and situated in Village Daighar, Taluka Thane within the registration District and Sub District of Thane and within the municipal limits of Thane Municipal Corporation (TMC).

PART 'B' : - **CONVEYANCE LAND** described herein above ALL THAT pieces and parcels of lands bearing Survey No. 102 / 1 / B / 1 admeasuring 2300 square meters and Survey No. 102 / 1 / B / 2 admeasuring 2300 square meters admeasuring **4,600 square meters** which are lying, being and situated in Village Daighar, Taluka Thane within the registration District and Sub District of Thane and within the municipal limits of Thane Municipal Corporation (TMC).

SECOND SCHEDULE

(Description of the Project Land)

THOSE pieces & parcels of land bearing Survey Nos. Survey No.102 / 1 / A (P) , 102 / 1 / B / 1 (P) admeasuring 1062 square meters, situate, lying and being at Village Daighar, Taluka Thane, within the registration District and Sub District of Thane and within the municipal limits of Thane Municipal Corporation (TMC) which are the portions of the lands properties described in FIRST SCHEDULE herein above and bounded as follows:

On or towards the North by	: S. No. 102 / 1 / A (P)
On or towards the South by	: S. No. 102 / 1 / A (P)
On or towards the West by	: S. No. 102 / 1 / A (P)
On or towards the East by	: S. No. 102 / 1 / B / 1 (P)

THIRD SCHEDULE

(Description of the said flat)

THAT **one / two BHK** residential premises bearing Flat No. ____ admeasuring about ____ square meters (i.e. ____ square feets) of Carpet Area (carpet area as defined in Rera Act) and ____square meters (i.e. ____square feets) of Balcony Area located on __ Floor in building called '**Highness**' of **Bhoomi Castle** which is shown in the floor plan annexed and marked as **Annexure “ ____ ”** hereto and is standing upon Project Land situate, lying and being at village Daighar, Taluka & District Thane in the Registration Sub-District Thane i.e. more particularly described in the **Second Schedule** herein above written.

FOURTH SCHEDULE

(Project Amenities to be provided in the said Project)

Sr. No.	Amenities
1	Fitness Centre
2	Steam & Sauna
3	Creche
4	Society Office
5	Movie Screening Lawn
6	Leisure Seating
7	Outdoor games
8	Seating area
9	Swing Deck
10.	Bar & BBQ Deck
11.	Gamers Room
12.	Indoor Game Area
13.	Party Lawn
14.	Yoga Dance Art Performance Room

FIFTH SCHEDULE

Description of the Amenities in the said Flat)

Sr. No.	Amenities and Specifications	
A	Flooring	
1	Living, Bedroom, Kitchen, Passage	Vitrified Tiles
2	Balcony, Bathroom	Anti Skit Tiles
B	Bathrooms	

1	Bathroom Fixtures and Sanitary Ware	Cera / Jaguar or equivalent
2	Wash Basin	Cera or equivalent
C	Others	
1	Windows	Full height Sliding Windows
2	Door Frames	Wooden framed
3	Video Door Phone	CP Plus or equivalent
4	Paint	Asian Paint

SIXTH SCHEDULE
(PAYMENT SCHEDULE)

Sr. No.	Milestones	% of Sale Consideration
1	On or before execution of Agreement	10 %
2	Expiry of 30 days from execution of Agreement	20 %
3	Completion of Plinth of said Building	15 %
4	Completion of each slab of the said Building	1 %
5	Completion of the walls, internal plaster, floorings, doors and windows of the said Flat	5 %
6	Completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat	5 %
7	Completion of external plumbing, external plaster, elevation, terraces with waterproofing of the said Building	5 %
8	Completion of lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of the said Building.	5 %
9	Against handing over of the possession of the said Flat	Balance

* The payments mentioned in the schedule are excluding Applicable Taxes

* The payment milestones/ instalments stated in this schedule are not sequential. The payment/ instalment shall be deemed by the Developers on completion of the respective milestone irrespective of sequence in which they are written.

SEVENTH SCHEDULE
(Proportionate Costs / Amounts to be paid by the Purchaser)

- (i) ¹Rs. /- for share money, application entrance fee of the Organisation of Flat Purchasers and Apex Body;
- (ii) Rs. /- for formation and registration of the Organisation of Flat Purchasers;
- (iii) ²Rs /- as deposit towards proportionate share of taxes and other charges/levies in respect of the Organisation of Flat Purchasers as applicable for 24 months.
- (iv) Rs. /- as deposit towards provisional monthly contribution towards outgoings of Organisation of Flat Purchasers of Project for 24 months;

- (v) Rs. /- towards the legal expenses.
- (vi) Rs. /- towards costs of installation of water/electricity meters and deposits in respect thereof, etc.

* The payments mentioned in the schedule are excluding Applicable Taxes which will be determined by Developers at the relevant time when these amount (s) becomes due or payable.

¹ Amount will be intimated at the time of possession.
² Amount will be intimated at the time of possession.

Signed and Delivered)
By the within named the Developers)
GAJRA VENTURES PVT. LTD.)
(formerly known as Abstract Construction)
Pvt. Ltd.), a company incorporated under)
The Companies Act 1956 as amended)
up-to-date Through its Director / Signatory)
Authorised by Board Resolution)
dtd._____)

in the presence of)
1)

2)

Signed and Delivered)
By the within named Purchaser)
_____)
_____)

in the presence of)
1)

2)