

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 HOME BUILDERS PVT. LTD. having **CIN U45100MH2016PTC287467** and **PAN AAGCG5938A** 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-400703 (hereinafter referred to as "**Promoters**", 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, 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 Promoters and the Purchaser/s are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**".

WHEREAS:-

- A. City and Industrial Development Corporation of Maharashtra (CIDCO) is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of powers under Sub Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning 1966.
- B. The State Government is pursuant to Section 113(A) of the M.R.& T.P. Act, acquiring lands described therein and vesting such lands in the CIDCO for development and disposal.
- C. By and under Agreement to Lease dt. 9th May 2023 between CIDCO of the One Part (hereinafter referred to as "the Lessor") and the Promoters (herein) of the Other Part, the lessor agreed to grant to the Promoters a lease (for period of 60 years) in respect of all the piece or parcel of leasehold land being situated at Kharghar, admeasuring 3907.46 sq. mtrs. or thereabout, more particularly described in the **First Schedule** hereunder written, which is hereinafter referred to as the "**Project Land**", at a rent of Rs.100/- per annum on the terms and conditions contained in said Agreement to Lease. The said Agreement to Lease is registered with Sub Registrar of Assurances, Panvel 3 under Document No. 8376 of 2023 on 10th May 2023.
- D. AND WHEREAS the Agreement to Lease is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.
- E. AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinabove.
- F. AND WHEREAS the Promoters are in possession / license of the Project Land.
- G. The Promoters have initiated development of the Project Land by proposing the construction of various buildings, structures, premises, etc. in various phases upon the Project Land and the same will certainly take substantial span of time. The Promoters have prepared a Layout Plan upon the Project Land property proposing

various buildings, structures, premises, etc. to be constructed in phase-wise manner therein and the whole layout is named as "**Bhoomi Serenity**" (hereinafter referred to as the "**Larger Project**").

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

Total FSI of 25,400 sq. mtrs. (Built up area) is proposed in respect of the Larger Project.

The Purchaser has perused a copy of the Proposed Layout (**Annexure.....**) which specifies the location of the said Project (defined hereunder) / Future Buildings to be built over the said Project/Project 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 Project Land in accordance with applicable laws as amended from time to time.

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

H. The Promoters shall undertake the construction of building/s as aforesaid in various phases of the larger project proposed on the Project Land by exploiting the full development potentials of the Project 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, Transit Oriented Development (TOD) available under Development Control Regulations applicable to Raigad 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 Project 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 “ ”**.

I. The Promoters are presently contemplating the development of **Phase 1** of the Larger Project upon the Project Land.

The details of Phase 1 is briefly given below :

Phase 1 shall comprise of 1 (ONE) Commercial cum Residential Building, with Shops, Parking Area and other services at Gr. Level, Commercial Units/Offices at 1st Level and Parking Area from 1st to 3rd Level and 6th Level, Amenity Area on 7th Level and Residential Flats from 8th to 36th Levels. Certain area on 1st to 3rd Level and Complete 4th & 5th Level have been reserved for development in subsequent phases (Reserved Area).

Total FSI of 18911 sq, mtrs. (Built up area) has been sanctioned for consumption and development in the said Phase. Total FSI of 22,500 sq, mtrs. (Built up area) is proposed in respect of Phase 1.

The common areas, facilities and amenities attached to the said Phase are listed in the **Third 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 Promoters shall make available the Project Amenities on completion of the development of the said Project.

The Proposed Building is hereinafter referred to as the “**said Building**” and/or “**said Project**”.

The said Project shall be developed in Phase-1 of the larger project upon the “**Project Land**” which is more particularly described in the **First 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 at <https://maharera.mahaonline.gov.in>

The Promoters will also be developing further phases subsequently over the Project Land/structure of the said Project comprising of additional 5-7 habitable floors (37th & above) and certain Commercial units/Offices and/or parking spaces on reserved

area on 1 to 3 levels and Residential Flats and/or parking spaces on 4th & 5th Level, (hereinafter collectively referred to as the “**Future Buildings**”), for residential/commercial use, subject to receipt of necessary approvals/permissions from CIDCO / Concerned Authorities concerned in these behalf. This will require amendment of sanctioned building plans of the said building.

J. The Promoters have availed construction finance loan from Aditya Birla Housing Finance Ltd. (“Lender”) and the said Lender has a charge/mortgage/security interest over the Project including Project Land, Present and future F.S.I/T.D.R., superstructure, unsold units, project receivables, cashflows, moveable assets and other assets in accordance with the terms of Indenture of Mortgage dt. 20/02/2025 and other transaction documents executed with the said Lender. The Promoters are obliged to obtain consent/NOC from the said Lender for sale of apartments in the said Project and ensure all the monies from the Purchasers of the apartments are deposited / remitted to the said account (defined hereunder).

K. This Agreement is in respect to the Shop/Office/Flat premises which is hereby agreed to be allotted in the said Building in Phase 1 of the Larger Project called “**Bhoomi Serenity**”.

L. The Promoters have entered into a standard agreement as per the format prescribed by the Council of Architects with an architect viz Triarch Design Studio, 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.

M. 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. **P52000055280** dated **14/03/2024** for the said Project and a copy of the RERA Certificate is annexed and marked as Annexure “ ” hereto.

N. By the virtue of Agreement to Lease, the Promoters have sole and exclusive rights to sell the Apartments in the building/s to be constructed by the Promoters on the

Project Land and to enter into Agreement/s with the allottee/s of the Apartments and to receive the sale consideration in respect thereof.

O. During the mutual negotiations between the parties hereto, the Purchaser has demanded from Promoters and the Promoters have given adequate inspections to the Purchaser and his/her/their attorney-at-law relating to:- (i) all their documents of title / leasehold rights & other authorities in the Project Land and of such other title documents and records that are specified under the RERA Act and Rera Rules thereto; (ii) the authenticated copy of the Layout and floor plans of the Building which are annexed and marked as Annexure “ ” and “ ” respectively, (iii) the Title Certificates dated 21/02/2025 issued by Lawtech Consultants, Advocates and Solicitors certifying the title of the Project Land which is annexed and marked as **Annexure “ ”** hereto and (iv) all the approvals and sanctions procured till date by the Promoters relating to the development of Project Land.

P. 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 Promoters 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 Promoters to develop the Project 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 Promoters 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.

Q. By Letter dated 12/02/2024 bearing Ref. No. CIDCO/BP-18651/TPO(NM & K)/2023/12020 addressed by the CIDCO, CIDCO 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 “ ”**. The Promoters shall obtain the balance approvals from various concerned authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

- R. The Promoters have commenced construction of the said Project in accordance with the sanctioned plans, proposed plans and approvals and permissions obtained from CIDCO and other Authorities concerned.
- S. The Purchaser, being desirous of acquiring a Shop/Office/Flat premises in the said building, has approached the Promoters and applied for allotment of a Shop/Office/Flat No._____ admeasuring about _____ square meters (i.e. _____ square feet) of Carpet Area (carpet area as defined in Rera Act) and about _____ square meters (i.e. _____ square feet) of Balcony Area , located on _____ Floor in the said building of the Larger Project called Bhoomi Serenity i.e. more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as the "**SAID APARTMENT**". A copy of the floor plan of the said Apartment is annexed hereto and marked **Annexure “ ”**.

The term Carpet Area shall mean the net usable area of an apartment excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser , but includes the area covered by the internal partition walls of the Apartment. The term "Covered Parking Space" shall include space provided by mechanised parking arrangements.

- T. Relying upon the representations, declarations and assurances made by the Parties, to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws, the Promoters have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Promoters the said Apartment at the Sale Consideration and on the terms and conditions hereinafter appearing.
- U. And whereas under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Apartment with the Purchaser being these presents and also to register said Agreement under the Registration Act, 1908.
- V. 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 Promoters shall in present phase construct the said building which is proposed to comprise of Shops, Parking Area and other services at Gr. Level,

Commercial Units/Offices at 1st Level and Parking Area from 1st to 3rd Level (excl reserved area) and 6th Level, Amenity Area on 7th Level and Residential Flats from 8th to 36 Levels on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Apartment except any alteration or addition required by any Government Authorities or due to change in law.

2. PURCHASE OF THE SAID APARTMENT AND SALE CONSIDERATION:

- (i) (a) The Purchaser hereby agrees to purchase and acquire from the Promoters, and the Promoters hereby agree to sell to the Purchaser, Shop/Office/Flat No. _____ admeasuring about _____ square meters (i.e. _____ square feet) of Carpet Area (carpet area as defined in Rera Act) and about _____ square meters (i.e. _____ square feet) of Balcony Area, located on _____ Floor in the said Building of Phase 1 of the Larger Project called Bhoomi Serenity (i.e. more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as the "**SAID APARTMENT**") and is shown in the floor plan annexed and marked as Annexure “ ” hereto, at and for a Sale Consideration of Rs. _____/- (Rupees _____ Only) and on the terms & conditions set out in this agreement. The said Apartment shall contain the fixtures, fittings and the amenities as set out in the **Fourth Schedule** hereto.
- (b) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser covered parking space bearing No.....situated at Ground and/or Podium No.... for the consideration of Rs. _____/- (Rupees _____ Only).
- (ii) The total aggregate consideration amount for the said Apartment 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 Promoters the balance Sale Consideration towards the said Apartment and parking space (if any) in agreed instalments in the manner as set out in the **Fifth Schedule**, time being the essence of this contract.
- (iv) The Promoters shall issue a notice to the Purchaser intimating the Purchaser about the stage-wise completion of the said building as detailed in the **Fifth 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 Promoters making a demand for the payment of the Instalment, time being the essence of this contract. A notice / intimation forwarded by the Promoters 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 **Fifth Schedule** are not sequential and that the payment/instalment shall be demanded by the Promoters on completion of the respective milestone irrespective of sequence in which they are written.
- (v) The Sale Consideration shall be paid to the Promoters 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 prescribed time and deliver the relevant TDS certificate challans, receipts and other relevant documents, relating to each payment to the Promoters 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 Apartment 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 Apartment, shall be borne and paid by the Purchaser alone and the Promoters 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 CIDCO, Local Bodies, Government Authorities, Competent Authorities, etc. from time to time. The Promoters 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 Promoters 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, which shall only be applicable on subsequent payments.
- (viii) The carpet area of the said Apartment is approximate. The actual carpet area may vary from the carpet area mentioned herein due to design and construction exigencies. The Promoters 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 CIDCO/concerned authorities, 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 Apartment, shall be recalculated

upon confirmation by the Promoters. If there is reduction in the area within the cap of 3% (three percent) then, the Promoters 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 (defined hereunder), 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 Promoters shall demand additional amount from the Purchaser towards Sale Consideration, which shall be payable by the Purchaser prior to taking possession of the said Apartment. It is clarified that the Sale Consideration under this clause shall be adjusted in proportion to the area increased/decreased of the said Apartment. 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. 6(iii) & (iv) respectively appearing hereafter.

- (ix) The Purchaser authorises the Promoters to adjust / appropriate all the payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
- (x) On a written demand being made by the Promoters 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 Promoters, within 7 (Seven) days of the Promoters' 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 Promoters in terms of this Agreement.
- (xii) Subject to the consent of the Lenders, the Promoters shall be entitled to create/cause any mortgage, charge, lien, guarantee, security or other credit facility over the project land and the said Project and unsold Apartments & premises therein and/or the Project Land and / or buildings / structures / Apartments & other premises therein and/or securitize the Sale Consideration

and other amounts payable by the Purchaser under this Agreement (or any part thereof), in the manner permissible under law, in favour of any persons including banks, shroffs, money lenders, financial institutions, etc. and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Purchaser under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters, the Purchaser shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner so intimated.

3. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the CIDCO and other Authorities concerned at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser, obtain from the CIDCO/concerned authorities, the Occupation Certificate / Part Occupation Certificate or Completion Certificate in respect of the said Building.
4. Time is the essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the construction of the said Project and hand over the said Apartment to the Purchaser after receiving the Occupation Certificate/ Part Occupation Certificate or the completion certificate or both as the case may be. **PROVIDED THAT the said Project is not affected by any of the factors/events stated in Covenant Clause 6 (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.

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

- (i) The Purchaser hereby agrees, accepts and confirms that the Promoters propose to develop the Larger Project on the Project Land by constructing Future Buildings over the structure of the said building (by utilization of the full development potentials) in various phases in accordance with the approved

plans and development permissions granted from time to time by CIDCO and other Authorities concerned. This will involve amendment/revision of sanctioned plans of the said Project. The Purchaser has agreed to purchase the said Apartment after fully understanding the unfettered and vested rights of the Promoters in this regard.

- (ii) Neither the Purchaser nor any of the other allottees/purchasers of the Apartments or other premises in the said Project being constructed on the Project Land nor the organisation of apartment 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 Project Land. All the FSIs/FARs and/or TDRs as aforementioned that are accrued at any time available in respect of the Project Land in accordance with the layout or any part thereof shall always belong absolutely to the Promoters, till the completion of the entire development of the Larger Project as contemplated by the Promoters 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 Project Land shall always be entitled to and available to for the benefits of the Promoters 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 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 Promoters 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 as may be permissible in future.

6. POSSESSION DATE, DELAYS AND TERMINATION:

- i) The Promoters shall give possession of the said Apartment 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 Promoters and the Purchaser has otherwise complied and effectively performed with all the terms and conditions of this Agreement **PROVIDED FURTHER** that the Promoters shall be entitled to extension of time for giving delivery of the said Apartment, if the completion of the said building in which the said Apartment 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 Promoters fail to abide by the time schedule for completing the said Building and for handing over the said Apartment to the Purchaser on the Possession Date (save and except for the reasons as stated herein above), then the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the Project, interest as specified in the Rules (Interest Rate), on all the amounts paid by the Purchaser, for every month of the delay, till the handing over of the possession.

iii) 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 Promoters 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.

iv) Without prejudice to any of the rights / privileges of the Promoters to charge interest at the Interest Rate mentioned hereinabove and any other rights and remedies available to the Promoters, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings); the Promoters 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 Promoters 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 Promoters within the stipulated period of the Default Notice, then after expiry of stipulated period specified in the Default Notice, the Promoters shall be fully entitled to cancel/terminate this Agreement by issuance of a written notice to the Purchaser ("Promoters' Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided herein by the Purchaser. On the receipt of the Promoters' 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 Promoters 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 Promoters under any scheme ("Benefits") under which the said Apartment was booked by the Purchaser. Within a period of 30 (thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the Liquidated Damages, the charges, amount, if any paid, by the Promoters on behalf of the Purchaser, refund the balance amount of the Sale Consideration to the Purchaser.

- v) Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment and the Promoters shall be fully entitled to the exclusion of the purchaser to deal with and/or saledispose off the said Apartment in the manner it deems fit and proper at its sole discretion. In case any Organisation of apartment purchasers 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 Promoters.

vi) In the event of termination of this Agreement as per the covenant clause nos. 6 (iii) to 6 (v) stated herein above, if necessary at the request of the Promoters, 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 Promoters, the Purchaser hereby authorizes the Promoters to retain the amounts to be refunded on the execution of such documents as requested by the Promoters. 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 Apartment or any part thereof on such termination.

vii) It is further agreed between the Promoters and the Purchaser that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoters suffer any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Apartment 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 Promoters and accordingly the balance amount, if any, only shall be refunded/ paid to the Purchaser.

7. PROCEDURE FOR TAKING POSSESSION:

- (i) Upon obtainment of the Occupancy Certificate from **CIDCO** / 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 Promoters shall offer possession of the said Apartment to the Purchaser in writing ("Possession Notice").
- (ii) The Purchaser shall take possession of the said Apartment within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoters as per Clause 7 (i) above, the Purchaser shall take possession of the said Apartment from the Promoters by executing the necessary indemnities, undertakings,

acknowledgements and such other documentations as may be required by the Promoters. Irrespective of whether the Purchaser takes or fails to take possession of the said Apartment within the time provided in Covenant Clause nos. 7 (i) & (ii) above, the Purchaser shall become liable to pay the maintenance charges, property tax, Service charges, lease rent, cess, N.A. tax, statutory taxes and all other charges as may be applicable from time to time, as per covenant clause 7 (iv) herein below, from the date possession of the said Apartment is offered to the Purchaser. **The Promoters shall not be liable for internal maintenance and any wear and tear of the said Apartment or any theft or damage to the said Apartment.**

- (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 Apartment, outgoings in respect of the said Project including *inter-alia* maintenance charges, local taxes, service charges, betterment charges and other indirect / direct taxes of every nature, or such other levies as may be imposed by CIDCO/concerned authorities , Revenue Authorities, Local Authorities, Government Authorities and/or other Authorities concerned including common water charges, insurance, common lights, mechanical parking systems (if any), 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 Promoters, from the date possession of the said Apartment 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 Apartment Purchasers (as defined below), the Purchaser shall bear, pay or reimburse to the Promoters such proportionate shares of his/her maintenance bills, taxes and other outgoings as may be determined by the Promoters at their sole discretion. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters at their sole discretion, the Purchaser shall pay to the Promoters provisional monthly contribution towards the outgoings as mentioned in **Sixth Schedule**. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until the said Structure Conveyance is duly executed and registered in favour of the Organisation of Apartment 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 Promoters to the respective Organisation of Apartment Purchasers.

8. 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 Promoters any structural defect in the said Apartment 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 Promoters 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 Promoters, compensation for such defect in the manner as provided under the RERA. **The Decision of Promoter's Architect shall be final in deciding whether there is any actual structural defect in the apartment/building or defective materials being used or as regards workmanship, quality or provision of service.**
9. The Purchaser shall use the said Apartment or any part thereof or permit the same to be used only for commercial/residential purposes only, as the case may be. 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.
10. **FORMATION OF THE SOCIETY / CONDOMINIUM / COMPANY / ASSOCIATION OF THE APARTMENT PURCHASER:**
 - (i) The Promoters shall, at their own option and discretion, be entitled to form either a Society or Company or Association of Persons ("Organisation") of the Apartment purchasers in respect of the said Project.
 - (ii) Upon **51%** of the total number of Apartments/units/premises in the said Project being booked by various Purchasers, the Promoters shall submit an application to the Competent Authorities to form an Organisation of Apartment purchasers to comprise solely of the Purchaser herein along with other purchasers of Apartments/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 Apartments/units/premises 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 organisation. The Purchaser agrees to duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Promoters to register the Organisation of Apartment 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 Apartment purchasers shall be solely decided by the Promoters.
- (vi) The said Organisation of Apartment purchasers shall admit all the allottees/purchasers of Apartments and other premises in the said Project as the case may be as registered members, in accordance with the applicable laws.
- (vii) The Promoters shall be entitled, but not obliged to, join as a member of the said Organisation of Apartment 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 Apartment 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 Promoters or the Organisation 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 Promoters 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 Promoters in their sole discretion. Such costs will include professional fees of the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents executed for formation of said Organisation.

11. CONVEYANCE TO THE ORGANISATION OF APARTMENT 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 & Rooftop Terrace) shall be conveyed to the Organisation of Apartment Purchasers vide a registered indenture of conveyance ("Structure Conveyance"). The Organisation of Apartment 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 Apartment Purchasers alone. Post the Structure Conveyance, the Organisation of Apartment 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 Promoters and the Promoters shall not be responsible for the same.

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

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

12. **FORMATION OF THE APEX BODY:**

- (i) After obtaining of the Occupation Certificate of the last phase of the Future Buildings in the layout of the Project Land and the Larger Project, the Promoters shall submit requisite application/s to the competent authorities to form a Federation of all the Organisations of apartment 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 Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoters shall not be liable as to any cost or consequence toward the same.
- (iii) The Purchaser hereby agrees to pay to the Promoters on or before the 10th day of every month beginning from the month following the month in which the Promoters offer to give possession of the said Apartment to the Purchaser and until the complete administrative control of the Project Land is regained by the Apex Body, property taxes, service charges, lease rent 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 Project 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.

(iv) In case at any time hereafter the Promoters decide to restrict the development of Larger Project to Phase 1 and not to proceed with the following phases / further development of Project Land then in such an event they will intimate the organisation of apartment purchasers in writing that formation of federation as contemplated hereinabove stands cancelled and all the covenants / provisions contained herein that apply to Apex Body including Conveyance Clause 13 hereunder shall thereafter be applicable to and binding upon organisation of apartment purchasers (Organisation) instead. The Purchaser either as individual or as member of such Organisation shall not raise any complaint, dispute, objection in respect of the same.

13. **CONVEYANCE OF THE PROJECT LAND TO THE APEX BODY:**

(i) The Promoters shall within 3 months of occupation certificate to the last phase as aforesaid, cause to execute and register a Lease Deed/deed of assignment in favour of the Apex Body ("Apex Body Conveyance") for the period of 60 years (as mentioned in clause 7 & 10 of the agreement to lease dt.9th May 2023), whereby the Promoters shall convey all its right, title and interest in the land comprised in the Project Land and in all the areas, spaces, common areas, facilities and amenities in the Project Land that are not conveyed to the Organisation of apartment purchasers of the said Project &/or Other Organisation formed in the larger project in favour 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 member 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 Project Land including any common areas facilities and amenities and the Promoters shall not be responsible / liable for the same.

(iii) The Purchaser individually as well as a member of the Organisation of Apartment purchasers of said Project and/or Apex Body agree that CIDCO &/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 said Apex Body shall in its first meeting ratify all the allotments of parking spaces made by the Promoters in the Larger project. The Purchaser shall not individually as well as the member of the organisation and / or Apex Body raise any dispute, obstruction, interference in this regards.

14. The Purchaser shall, on or before delivery of possession of the said Apartment as stipulated herein, deposit all the amounts with the Promoters 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 Promoters to the Purchaser in respect of the above amounts deposited by the Purchaser with the Promoters.

15. The Promoters shall maintain a Separate Account in respect of the sums received by the Promoters from the Purchaser and other Apartment 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 Apartment purchasers as may be formed by the Promoters or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

16. 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

Apartment. The Promoters shall not be liable to render any account for any amounts so collected stated herein above.

17. 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 CIDCO or any other authorities, then the same shall be paid or reimbursed by the Purchaser to the Promoters proportionately with respect to the said Apartment and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.
18. The Promoters have informed the Purchaser that there are common access road, street lights, common recreation space, mechanical parking systems (if any), 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 Project Land. The Promoters 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 Apartments/units/premises in the said Project/Larger Project and/or on the Project 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 Apartments/units/premises on the said Project including the Purchaser herein and the proportion to be paid by the Purchaser shall be determined by the Promoters and the Purchaser agrees to pay the same regularly without raising any dispute or objection with regard thereto.
19. The Purchaser as individual purchaser or as a member of organisation of the said Project or Apex Body shall not object, complaint, dispute or oppose the Promoters 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 Project Land.

20. The Promoters shall be entitled to construct on a temporary basis one or more site office/sales lounge on the Project 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 Project Land, or any portion thereof has been transferred to the Apex Body until the development of the Project Land and / or amalgamated lands has been completed in all respects.

21. The Promoters reserve to themselves the right to transfer the said Project/Larger Project, the Project Land or any part thereof to any third party at any time in accordance to the provisions of the Act and the Purchaser hereby agrees 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 Promoters shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land, and/or the said Project and/or any part thereof 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 Apartment.

22. The Promoters 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 Apartment for possession on the basis of such part occupation certificate which relates to the said Apartment. In such an event, the Promoters 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.

23. The Promoters 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 Promoters shall be entitled to put a hoarding or grant on lease site for pager station, cell base station and telecom towers

on the Project Land or on the said building or on the Future Buildings or any part thereof including the terrace/s and the said hoardings may be illuminated or comprising neon sign and for that purpose the Promoters 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 Promoters shall be entitled to install its logo in one or more places in or upon the said building, Future Buildings, Project Land and the Promoters 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.

24. The Promoters would be entitled to aggregate any contiguous land parcel and amalgamate it with the development of the Project Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. Until the entire development of the Project 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 Promoters 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 Promoters in this regard and the Purchaser shall not hinder or obstruct the Promoters in this regard or in the exercise by the Promoters of their aforesaid rights.
25. The Purchaser is aware that the Promoters will be developing the Project Land in a phase-wise manner on such terms and conditions as the Promoters 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 Promoters deem fit and the Promoters shall be entitled to grant or offer upon or in respect of any portion of the Project 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 Project Land in such manner as may be desired by the Promoters.
26. The Purchaser has / have been informed and acknowledge(s) that the FSI proposed to be consumed in the said Project may be lesser than the maximum potential contemplated to be consumed by the Promoters on the Project Land.

The Promoters at their sole discretion, may allocate/consume such buildable FSI or other benefits for the said Project being constructed on the project land or for Future Buildings or elsewhere in the larger project as the Promoters may think fit and the Purchaser herein is agreeable to such right of the Promoters. The Purchaser as individual purchaser or member of Organisation 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 any part thereof in future.

27. The Promoters 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 Apartment) in accordance with the laws of this State and applicable development regulations laid down from time to time in this behalf.

28. The Promoters 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 Organisation of the said Project or Apex Body will not object, oppose or complaint in this regard in future.

29. MORTGAGE, SECURITIZATION AND LOAN:

- (i) The Promoters have availed construction finance loan from Aditya Birla Housing Finance Ltd. ("Lender") and the said Lender has a charge/mortgage/security interest over the Project including Project Land, Present and future F.S.I/T.D.R., superstructure, unsold units, project receivables, cashflows, moveable assets and other assets in accordance with the terms of Indenture of Mortgage dt. 20/02/2025 and other transaction documents executed with the said Lender.
- (ii) The Promoters may depending upon their financial requirements and subject to the consent of the said Lender cause mortgage or charge /lien over the project land and / or superstructure thereon (excluding the said Apartment)

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 Promoters to securitize the Sale Consideration and/or part thereof and other amounts receivable by the Promoters 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 Promoters 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 Promoters 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 Apartment by way of security for repayment of the said loan to such Bank, etc. only with the prior written consent of the Promoters. All the costs and expenses in connection with the procurement and availing of the said loan and mortgage of the said Apartment and payment of charges to the banks, institutions, etc. shall be solely and exclusively borne and incurred by the Purchaser alone. The Promoters will grant their no-objection, whereby the Promoters will express its no-objection to the Purchaser availing of such loan and mortgaging the said Apartment with such bank/financial institution, Provided however, the Promoters 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 Apartment of the Purchaser shall not in any manner jeopardise the Promoters' right to receive full Sale Consideration and other charges / amounts by virtue of these presents

and/or to develop the balance portions of the Project Land. Such mortgage or facility caused by the Purchaser in favour of such bank / financial institution shall always be subject to the Promoters' first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Purchaser to the Promoters under this Agreement and subject to the other terms and conditions contained herein. The Promoters 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 Apartment directly to the Promoters 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 Apartment after possession of the said Apartment is handed over to the Purchaser. Provided however, that the Promoters 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 Apartment 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 Apartment, as imposed by the Promoters & concerned authorities and thereafter the Purchaser shall be entitled to create mortgage / charge/ lien on the said Apartment. The Promoters 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 Apartment Purchasers in the said Project about the lien/charge of such bank/ financial institution and the Promoters 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 Promoters 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 Promoters 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 Promoters shall have first lien/charge on the said Apartment towards all the claims, cost, charges, expenses, losses incurred by the Promoters and the Purchaser undertakes to reimburse the same to the Promoters without any delay or demur or default.

30. **FACILITY MANAGEMENT:**

- (i) Notwithstanding the other provisions of this Agreement, the Promoters 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 Project Land or any portion thereof as may be determined by the Promoters in their sole discretion. The Promoters 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 Project 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 Organisation 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 Project 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 Promoters for any building/s that may be constructed on the Project 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 Promoters 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 Promoters are not in a business of providing services proposed to be provided by the Facility Management Agency/cies. The Parties hereto agree that the Promoters 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 Apartment Purchasers / Apex Body so formed if desired may enter into Maintenance / Service Agreement with the said Facilities Management Agency / Agencies so appointed by the Promoters 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 Promoters mentioned in Covenant Clause Nos.30 (i) & 30 (ii) herein above. The Purchaser further undertakes to assist and cooperate the Promoters and/or the Facility Management Agency/cies from time to time in effectively keeping the Apartments 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 Apartment shall be the sole responsibility of the Purchaser of the said Apartment and its' occupants and that the Promoters 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 Apartment.

31. TAXES AND OTHER CHARGES:

- (i) The Promoters 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 Promoters offer the possession of the said Apartment to the Purchaser; after the which the Purchaser along with other purchasers of the said Project / Organisation / Apex Body (as the case may be) 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 Apartment for a period commencing from the Promoters offering the possession of the said Apartment to the Purchaser shall be borne and paid by the Purchaser as per the details provided by the Promoters and the Purchaser as allottee or member of organisation or apex body will not object or dispute the same at any point of time thereafter.
- (ii) After the possession of the said Apartment being offered by Promoters as contained in this agreement, the Purchaser shall become liable to pay his/her proportionate share of property tax, service charges to the concerned authorities assessed on the said Project provided however that if any special taxes and/or rates are demanded by such 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 Promoters without any delay / failure.

- (iv) The Purchaser and/or the said Organisation of Apartment Purchasers shall reimburse to the Promoters, any refundable deposits paid by the Promoters in respect of the Apex Body or the Organisation of Apartment Purchasers or any other association as may be formed by the Promoters.

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 Apartment may be given, hereby covenants with the Promoters as follows:-

(a) To maintain the said Apartment at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Apartment 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 Apartment or any part thereof without the prior written permission of the Promoters or the Organisation of Apartment Purchasers /Apex Body, as the case may be;

(b) Not to store or permit to be stored in the said Apartment 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 Apartment 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 Apartment 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 Apartment 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 Promoters in this regard;
- (d) Not to demolish or cause to be demolished the said Apartment 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 Apartment 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 Apartment and the Purchaser shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Purchaser shall not shift or alter the location of the windows or ventilators, if any in the said Apartment or the said building;
- (e) To keep the sewers, drains and pipes in the said Apartment and appurtenant 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, pards or other structural members in the said Apartment or the said building or any part thereof without the prior written permission of the Promoters and/or of the Organisation of Apartment Purchasers / Apex Body, as the case may be;

- (f) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoters and/or the Organisation of Apartment 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 Apartment / 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 Apartment in the compound or any portion of the said building or any part thereof or the Project 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 Apartment 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 Promoters from time to time, deposit / pay to the Promoters 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 CIDCO or authority concerned as per the calculation determined by the Promoters;
- (m) The Purchaser shall abide, observe and perform all the rules and regulations which the proposed Organisation of Apartment 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 Apartment 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 CIDCO, 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 apartment purchasers of the said Project and/or by the Apex Body regarding the use & occupation of the units / Apartments 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 let, sublet, sell, transfer, assign, and/or deal with or dispose of the said Apartment, except upon receiving the written consent of the Promoters.
- (o) The Purchasers of Shop / Commercial Units shall not use those premises for the purposes of flour mill, butcher shop, wine shop, club or for any business in nature of gambling, video game parlour. However such purchaser/s may be allowed to use such premises for the purposes of eating joint, restaurant, gymnasium with prior written consent of the Promoters.
- (p) The Purchaser shall sign and execute all such forms and applications as may be required or as may be specified by the Promoters for the

formation of the Apex Body and/or the Organisation of Apartment 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;

- (q) 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 Apartment.
- (r) 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 Apartment.
- (s) The Purchaser agrees that in the event the Purchaser sells the said Apartment 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).
- (t) The Purchaser agrees that the unauthorized usage of covered car park space, if any, allotted shall be liable with fine/penalty and other consequences as may be determined from time to time by the Promoters.
- (u) The Purchaser shall not change the name of the Larger Project either by himself or through the Apex Body and/or the Organisation of Apartment Purchasers, at any point of time without the prior written permission of the Promoters.
- (v) The Purchaser hereby confirm/s and acknowledge/s that the specifications mentioned in the advertisements or the sample Apartment / mock Apartment 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 Apartment 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.

- (w) The Purchaser shall permit the Promoters 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 Promoters to the Purchaser in this behalf, to enter upon the said Apartment to view and examine the state and condition thereof and execute any works required therein;
- (x) 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.
- (y) The Purchaser is aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Apartments, covered parking spaces or other premises constructed/to be constructed on any portion of the Project Land and the Purchaser shall not raise any complaint or objection with respect to the same hereafter.
- (z) The Purchaser shall not at any time do any work or activity in or out of the said Apartment or the said building, which would jeopardize the soundness or safety of the said building or any part thereof or prejudicially affect the same.
- (aa) 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.
- (bb) 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 Apartment as a member of the organisation / apex body) as far as the same are required to be observed and performed by the Purchaser and shall keep the Promoters 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 Promoters by reason of the non-payment or non-observance and/or non-performance thereof;

- (cc) Irrespective of a dispute, if any, arising between the Promoters and the Purchaser and/or any Organisation of Apartment Purchasers formed in accordance herewith, all the amounts, contributions and deposits including the amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually to the Promoters and shall not be withheld by the Purchaser for any reason whatsoever;
- (dd) The Promoters 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;
- (ee) 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.
- (ff) The Promoters 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 Apartment 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 Promoters shall endeavour to minimise the cause of nuisance or disturbance.

(gg) Excepting the place earmarked for Storefront Signage in case of Shop/Office Premises and for name plates in case of flat premises, 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 Project Land or any structures thereon.

(hh) The Purchaser/s agree(s) and undertake(s) that from date of possession of the said Apartment 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 Promoters/Organisation of Apartment Purchasers / Apex Body and without causing any loss, damage or disturbance to the said building and other purchasers of Apartment(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 Apartment or the said building, the Promoters shall be entitled to call upon the Purchaser to rectify the same at the purchaser's own cost and to restore the said Apartment and/or said building to their original conditions within 30 (thirty) days from the date of intimation by the Promoters in that behalf. If the Purchaser does not rectify the breach within the such period of 30 (thirty) days, the Promoters may carry out necessary rectifications / restorations to the said Apartment or the said building (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Promoters shall be recovered / reimbursed from the Purchaser. If the Purchaser fails to pay or reimburse to the Promoters any such costs, charges or expenses within 7 (seven) days of demand made to the Purchaser by the Promoters in this behalf, then the same would be deemed to be a charge / encumbrance on the said Apartment . The Purchaser hereby indemnifies and agrees to always

keep saved, harmless and indemnified, the Promoters and their successors (i) from and against all the actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoters or which the Promoters may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Apartment or the said building or Larger Project or any part thereof and (ii) for all costs and expenses incurred by the Promoters for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by Promoters or its' agents for rectification/restoration of the said Apartment or the said building or the Larger Project.

- (ii) Upon the possession of the Apartment being offered to the Purchaser hereunder, the Purchaser shall be deemed to have granted a license to the Promoters, its engineers, workmen, labourers or architects to enter upon the Said Apartment 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 Apartment provided the said Apartment 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 Promoters all the costs, losses or damages suffered by them on account of the act of the Purchaser or his agents. The Promoters 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 Apartment or the said building as aforesaid. If the Said Apartment is closed and in the opinion of the Promoters any rectification or restoration is necessary in the interest of the said building and/or other occupiers therein, the Purchaser hereby consents and provides authority to the Promoters to break open the lock of the main door/entrance of the said Apartment and to enter upon and access the same at all times to carry out the said rectification / restoration work till completion thereof and the Promoters shall not be liable for any loss, damage, theft or inconvenience caused to the Purchaser on account of such access / work in the said Apartment.

- (jj) The Promoters 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 Promoters 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 Promoters and / or their representatives. At times, the Promoters 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 Promoters shall also be free to construct or replace any substation for electricity supply, STP (Sewage Treatment Plant), offices and other facilities for the organisation of apartment purchasers formed in the said Project and other Future Buildings, including mechanical parking systems, 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 Promoters at their sole discretion may think proper or convenient.
- (mm) Depending upon their requirements, the Promoters may at their sole discretion amend the building plans of the said building and construct certain commercial units/offices and/or parking spaces over the reserved area and / or install mechanical car parking systems in area earmarked for conventional car parking spaces at ground, 1st to 3rd and 6th level of the said building.
- (nn) Depending upon their requirements, the Promoters may at their sole discretion revise the building plans of the said building and install one additional elevators in the said building. Such amendments to building plans may lead to some changes in size, dimensions and orientation of lift lobbies of the said building.

(oo) The Purchaser has represented and warranted to the Promoters that he has the power and authority to enter into and execute this Agreement.

33. REPRESENTATIONS OF THE PROMOTERS:

Save and except as disclosed herein and in the disclosures made to the Purchaser, the Promoters 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/license of the project land for the implementation of the said Project;
- ii. The Promoters 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 in the title report;
- iv. There are no litigations pending before any Court of Law with respect to the project land or said Project except those disclosed in the title report;
- 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 Promoters 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 Promoters 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 Promoters 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 Apartment, which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of Structure Conveyance to the Organisation of apartment purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the organisation of Apartment Purchasers;

x. The Promoters 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 Apartment 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 Promoters in respect of the Project Land and/or the said Project except those disclosed in the title report.

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 and/or Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters 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)

Purchaser/s :

Name : _____

Address : _____

Contact Details : _____

Promoters :

Name : GAJRA HOME BUILDERS PVT. LTD.

Address : 8, Shivji Market, Sector-19D, Vashi, Navi Mumbai-400703

(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 Promoters 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 Promoters 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 Promoters does not create a binding obligation on the part of the Promoters

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 Promoters in this behalf If the Purchaser / Allottee fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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 Apartment 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 Apartment 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 Apartment/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 Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

42. Joint Allotees:-

That in case there are Joint Purchasers/Allotees all the notices & other communications shall be sent by the Promoters 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/Allotees.

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 Apartment, said Project, Project Land or any part thereof. The Purchaser shall have no claim save and except in respect of the said Apartment 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 Promoters 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 Promoters.

44. Waiver :

Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters 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 Promoters

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 Project Land)

ALL THAT pieces and parcels of lands bearing Plot No. 4 situated in Sector 37 admeasuring 3907.46 square meters or thereabouts which are lying, being and situated in Kharghar, Taluka Panvel & District Raigad within the registration District and Sub District of Raigad and within the Planning limits of City and Industrial Development Corporation of Maharashtra (CIDCO) and bounded as follows:

On or towards the North by	: Prop 45 mtrs wide Channel
On or towards the South by	: Existing 45 mtrs wide Road
On or towards the West by	: Existing 35 mtrs wide Road
On or towards the East by	: Plot No. 3

SECOND SCHEDULE
(Description of the said Apartment)

THAT Shop / Office / Flat premises bearing Apartment No. _____ admeasuring about _____ square meters (i.e. _____ square feet) of Carpet Area (carpet area as defined in Rera Act) and about _____ square meters (i.e. _____ square feet) of Balcony Area located on _____ Floor in building in Phase 1 of the Larger Project "**Bhoomi Serenity**" which is shown in the floor plan annexed and marked as Annexure "_____" hereto and is standing upon Project Land situate, lying and being at Node Kharghar, Taluka Panvel & District Raigad in the Registration Sub-District Raigad i.e. more particularly described in the **First Schedule** herein above written

THIRD SCHEDULE**(Project Amenities to be provided in the said Project)**

Sr. No.	Amenities
1	
2	
3	
4	

FOURTH SCHEDULE**Description of the Amenities in the said Apartment)****Applicable for Flats**

Sr. No.	Amenities and Specifications
A	Flooring
1	Living
2	Bedroom
3	Kitchen
4	Passage
5	Balcony
6	Bathrooms
B	Kitchen
1	Countertop with back splash
C	Bathrooms
1	Bathroom Fixtures and Sanitary Ware
2	Walls
3	Wash Basin
D	Others
1	Windows
2	Door Frames

3	Video Door Phone	
4	Paint	

Applicable for Offices

Sr. No.	Amenities and Specifications
A	Flooring
1	Office
2	Bathrooms
B	Bathrooms
1	Bathroom Fixtures and Sanitary Ware
2	Walls
3	Wash Basin
C	Others
1	Windows
2	Door Frames
3	Paint

Applicable for Shops

Sr. No	Amenities and Specifications

FIFTH 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	0.85%
5	Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment	5 %
6	Completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment	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 Apartment	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 Promoters on completion of the respective milestone irrespective of sequence in which they are written.

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

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

(iv) ² Rs. /- as deposit towards provisional monthly contribution towards outgoings of Organisation of Apartment Purchasers of Project for 24 months;

(v) Rs. /- towards the legal expenses.

* The payments mentioned in the schedule are excluding Applicable Taxes which will be determined by Promoters / Collector 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.

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Signed and Delivered)
 By the within named the Promoters)
GAJRA HOME BUILDERS 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/s)

_____)

_____)

in the presence of)

1)

2)

Housiey.com