

AGREEMENT FOR SALE

FOR FLAT NO. [_____] ON THE [_____] FLOOR IN

PROJECT – Supreme Boulevard Chembur Wing B

DATED [_____] , 202[___]

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made and executed at Mumbai, on this ____ day of _____ in the Christian Year Two Thousand and Twenty-[____] (202[____]):

BETWEEN

SUPREME SKY HIGH LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP Identification No. AAX-3164 and having its registered office at 301, 3rd Floor, Everest Classic, Linking Road, Khar - West, Mumbai 400052, Maharashtra, hereinafter referred to as “**the Developer**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr./Mrs. [•], Indian Inhabitant/s, having his/her/their address at [•];

OR

M/s. [•], a partnership firm registered under the provisions of the Indian partnership Act, 1932 having its principal place of business at [•];

OR

[•] Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, holding CIN [•]; and having its registered office at [•];

OR

[•] LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP Identification No. [•], and having its registered office at [•];

OR

[•] HUF, a Hindu Undivided Family, represented by its Karta and Manager Mr. [•], of Indian inhabitant having his address at [•];

hereinafter referred “**the Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include **(a)** in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; **(b)** in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; **(c)** in case of a limited company or a limited liability partnership, its successors and permitted assigns; and **(d)** in case of an Hindu Undivided Family, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART**.

The Developer and the Purchaser/s are hereinafter individually referred to as “**a Party**” and collectively as “**the Parties**”.

WHEREAS:

- A. The Developer is entitled to undertake the development of an immoveable property being all that piece and parcel of land admeasuring 19,864.90 square meters or thereabouts, bearing CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Govandi Station Road, Chembur, Mumbai 400088 (hereinafter referred to as “**the Larger Land**”). The Larger Land is more particularly described in the **First Schedule** hereunder written and shown as marked in hatched lines on the Plan hereto annexed as **Annexure ‘A’**.
- B. The development rights in respect of the Larger Land have been acquired by the Developer in the manner set out herein below:
 - i. At all relevant times prior to 27th December, 2022, one Metal Box India Limited, (formerly known as The Metal Box Company of India Limited), a company deemed to be incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, holding CIN U14106DL1933PLC102722 and having its registered office at 4, Scindia House, 1st Floor, Connaught Place, New Delhi 110001 (hereinafter referred to as “**Metal Box**”) was seized and possessed of and otherwise well and sufficiently entitled, as the absolute owner to the Larger Land.
 - ii. By and under a Deed of Conveyance dated 27th December, 2022, made and

executed between Metal Box in favour of one Atia Estates Private Limited, a company validly existing under the provisions of the Companies Act, 2013, holding CIN U70102WB2013PTC194882 and having its registered office at 4B, Minto Park Syndicate, 13 D. L. Khan Road, Kolkata, West Bengal 700027 (hereinafter referred to as “**the Owner**”), Metal Box has sold, conveyed and transferred the Larger Land to and in favour of the Owner free from all claims, liens, charges and encumbrances, at and for the consideration and on the other terms and conditions set out therein (hereinafter referred to as “**the Deed of Conveyance**”). The Deed of Conveyance is duly registered with the Sub-Registrar of Assurances at Kurla No. 1 under no. KRL1-23243-2022.

- iii. Metal Box has vide the Deed of Conveyance conveyed the Larger Land to and in favour of the Owner for deferred consideration, but has under the Deed of Conveyance itself released and relinquished all claims, liens, charges including inter alia the unpaid vendor's lien on the Larger Land and has confirmed that Metal Box does not have any unpaid vendor's lien or other charge for the remainder of the consideration amount or for any other amounts over the Larger Land and/or any part thereof either under the provisions of Section 55 of the Transfer of Property Act, 1888 or otherwise; and that the Larger Land stands conveyed by Metal Box in favour of the Owner free from all encumbrances, charges and liens vide the Deed of Conveyance.
- iv. Thus, the Larger Land vests in the Owner free from encumbrances; and the Owner is seized and possessed of and otherwise well and sufficiently entitled to the Larger Land as the absolute and exclusive owner thereof.
- v. By and under a Development Agreement dated 27th December, 2022 (hereinafter referred to as “**the Development Agreement**”) made and executed between the Owner and the Developer herein, the Owner, has granted development rights in respect of the Larger Land to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is duly registered with the Sub-Registrar of Assurances at Kurla no. 1 under

serial no. KRL1-23245-2022.

- vi. In addition to the said Development Agreement, the Owner has also executed an Irrevocable Power of Attorney dated 27th December, 2022 in favour of the Developer (acting through its designated partners/representatives) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the development of the Larger Land (hereinafter referred to as “**the Power of Attorney**”). The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-23246-2022.
 - vii. As per the terms of the said Development Agreement, the Developer has been authorised to construct on a portion of the Larger Land, new multi-storied buildings; and the Developer is entitled to sell or otherwise create third party rights in respect of the units/premises in the said new buildings to and in favour of third parties, with the view that the purchasers/occupants of the various premises in the said buildings shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or any other body of purchaser/s (as elaborated hereinafter) as may be decided by the Developer.
- C. In the circumstances above, the Developer has become entitled to undertake the development of the Larger Land.
- D. The name of the Owner appears on the Property Register Card in respect the Larger Land as the holder thereof. The Property Register Card (viz. CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District) in respect of the Larger Land is annexed hereto and marked as **Annexure ‘B’**.
- E. The Developer has informed the Purchaser/s that part of the Larger Land admeasuring approximately 1,486.49 square meters is to be handed over to the Municipal Corporation of Greater Mumbai also known as Brihanmumbai Municipal Corporation (hereinafter referred to as the “**BMC**”) as amenity area/plot (hereinafter referred to as “**the Amenity Land**”) and which Amenity Land may be

developed by the Developer. The Developer may hand over the said Amenity Land out of the Larger Land with or without construction, as the Developer may deem fit and proper to the BMC or the Government of Maharashtra or other concerned authorities; and accordingly, for the purpose of such handing over the Larger Land will be sub-divided (as elaborated hereinafter) and the net area of the Larger Land would undergo changes pursuant to such handing over. The Developer shall be solely entitled to the compensation receivable in lieu of such handover or surrender of the said Amenity Land with or without built amenity to the concerned authorities including any compensation by way of issuance of development potential by whatever name called including inter alia all Floor Space Index (hereinafter referred to as “FSI”) and Transferable Development Rights (hereinafter referred to as “TDR”) under the applicable provisions of the Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as “DCPR”).

- F. Out of the said Larger Land admeasuring in aggregate 19,864.90 square meters or thereabouts an Amenity Land admeasuring 1,486.49 square meters or thereabouts (forming part of the Larger Land) shall be sub-divided and shall be handed over to the BMC (as aforesaid), as shown as marked in hatched lines on the plan annexed hereto and marked as **Annexure ‘C’**.
- G. The balance land admeasuring 18,378.41 square meters or thereabouts (forming part of the Larger Land) as more particularly described in the **Second Schedule** hereunder written and is shown as marked in hatched lines on the Plan hereto annexed as **Annexure ‘D’** (hereinafter referred to as “**the said Land**”) which shall be developed by the Developer, by construction of new multi-storied buildings thereon including inter alia a building bearing no. 1 (as elaborated hereinafter) comprising of flats/units/premises (hereinafter collectively referred to as “**the Proposed Building**”).
- H. The Developer shall take steps to cause the Owner to grant a right of way passing through the said Land and connecting the Amenity Land to the road, as required by BMC.
- I. The Developer had made an application to the BMC for approval of layout plan in

respect of the Larger Land (thereby proposing to sub-divide the Larger Land in 2 (two) separate plots as aforesaid) and in reply thereto the BMC by letter dated 5th September, 2023 sanctioned the layout plan in respect of the Larger Land. The Developer shall in such an event, comply with all conditions imposed by the concerned authority whilst sanctioning the layout (and amendments thereto).

- J. The Purchaser/s is/are aware that the Developer is in the process/negotiations of acquiring development rights respect of certain adjoining plots/parcel/s of land; and such additional land (if the Developer so acquires the same or development rights in respect thereof) may form a part of the layout of the project of development as may be modified from time to time as may evolve from time to time, at the sole discretion of the Developer and the Purchaser/s shall not object to the same.
- K. In the event of such adjoining plots/parcel/s of land being acquired and if the development thereof is amalgamated by the Developer with the development of the said Land, the Developer shall be entitled at their sole and absolute discretion to put up permissible construction on such plots and include the buildings so constructed on such plots to be a part of the said project of development. The Purchaser/s hereby give/s his/her/their irrevocable approval and no-objection to the Developers for acquiring such adjoining plots/parcel/s of land (or development rights in respect thereof) and making them a part of the layout of the development of the said Land and putting up additional permissible construction thereon.
- L. The Developer has further informed the Purchaser/s that, the Developer shall as aforesaid, be making endeavours to amalgamate the development of the adjoining plot/s of land with the Larger Land; and in such an event the Developer may opt to shift the said Amenity Land to be handed over to the BMC/the concerned authority under the DCPR to such adjoining land as per the tentative layout plan annexed hereto and marked as **Annexure 'E'**, and the Developer shall make the requisite applications to the BMC/concerned authorities in that behalf, in the due course of development of the said Land, and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same.
- M. The Developer, being desirous of putting up further construction on the said Land

in the phased manner, had made applications to the BMC for approval of plans in respect of the Proposed Building on the said Land as per the applicable provisions of the Development Plan and the applicable DCPR framed under the provisions of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the term “**DCPR**” wherever the same appears in this Agreement shall mean and include the applicable development plan and the development control and promotion regulations, as may be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof of the DCPR.

- N. The Developer, being desirous of putting up construction on the said Land, had *inter alia* submitted plans for approval to the BMC; and the BMC has thereupon approved such plans and issued an Intimation of Disapproval dated 17th July, 2023 regarding the construction of the Proposed Building on the said Land. A copy of the Intimation of Disapproval dated 17th July, 2023 is annexed hereto and marked as **Annexure ‘F’**.
- O. Pursuant thereto, on the basis of an application made by the Developer to the BMC, the BMC has issued Commencement Certificate dated 1st July, 2024 bearing number P-15479/2024/(CTS No. 74A/3A)/M/E Ward/DEONAR-E/CC/1/Newand has thereby permitted the Developer to commence construction of the Proposed Building on the said Land. A copy of the said Commencement Certificate dated 1st July, 2024 is annexed hereto and marked as **Annexure ‘G’**.
- P. The Developer thus, proposes and intends to construct on a portion of the Larger Land being the said Land, the Proposed Building being building no. 1 comprising of parking floors, clubhouse/fitness center and 4 (four) Wings (viz. Wings A, B, C and D) comprising of residential flats, wherein the parking floors shall be comprising of 1 (one) level of basement plus ground/stilt plus 2 (Two) levels of podium and third level of podium shall be comprising of garden, Wing A comprising of ground/stilt plus 1st to 34th floor, Wing B comprising of ground/stilt plus 1st to 34th floor, Wing C comprising of ground/stilt plus 1st to 18th floor, and Wing D comprising of ground/stilt plus 1st to 33rd floor, or such further additional floors or wings or

structures as may be approved to be constructed on the said Land as mentioned hereinafter.

Q. The Developer has proposed to put up construction on the said Land in phased manner and accordingly has presently proposed to initially put-up construction of the Wing B comprising of ground/stilt plus 1st to 34th floor being portion of the Proposed Building (hereinafter referred to as “**B Wing**”).

R. The Developer has also disclosed to the Purchaser/s that:

- i. At present total FSI available for construction on the Larger Land as per the applicable provisions of DCPR is 64547.65 square meters out of which, an FSI 18311.44 square meters is already permitted to be consumed (as per the existing approved plans which were approved along with the Intimation of Disapproval) in the course of construction of the Proposed Building; and the balance FSI of 46236.21 square meters (which is approvable as of the date, but not included in the approved plans) will be permitted for consumption on the Larger Land/the said Land upon the Developer acquiring and loading further FSI on the Larger Land/the said Land, in the form of TDR and by payment of premium to the BMC and the Government of Maharashtra and further compensatory fungible FSI will also be permitted for consumption on the Larger Land/the said Land on payment of applicable premium to the BMC and concerned authorities.
- ii. The aggregate size of the Proposed Building is presently envisaged by the Developer as comprising of parking floors, clubhouse/fitness center and 4 (four) Wings (viz. Wings A, B, C and D) comprising of residential flats, wherein the parking floors shall be comprising of 1 (one) level of basement plus ground/stilt plus 2 (Two) levels of podium and third level of podium shall be comprising of garden, Wing A comprising of ground/stilt plus 1st to 34th floor, Wing B comprising of ground/stilt plus 1st to 34th floor, Wing C comprising of ground/stilt plus 1st to 18th floor, and Wing D comprising of ground/stilt plus 1st to 33rd floor. However, as per the presently approved plans, the Developer is entitled to construct ground/stilt plus 1st to 8th floor in Wing A, ground/stilt plus 1st to 9^h floor in Wing B, ground/stilt plus 1st to

4th floor and 5th part floor in Wing C and ground/stilt plus 1st to 7th floor in Wing D; and hereafter further approvals for construction of 8th to 34th floor in Wing A, 9th to 34th floor in Wing B, 5th to 18th floor in Wing C, and 8th to 33rd floor in Wing D will be obtained by the Developer in phased manner.

- S. It is clarified that the development potential available on the Larger Land and as may become available hereafter; the Developer shall be applying for and obtaining permits/approvals for construction/extension of the Proposed Building on the said Land.
- T. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Developer, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Developer to apply for and obtain further approvals for construction on the Larger Land. Accordingly, pursuant to commencing construction of the Proposed Building and pursuant to the execution hereof, the Developer shall be making additional applications to the BMC and other concerned authorities from time to time for approvals for extension of the Proposed Building by adding floors therein or by construction on the Larger Land (including the said Land) of the additional wings or of additional structure/s as may be permissible so as to be able to effectively consume and utilise the entire development potential as may be available in respect of the Larger Land.
- U. The Developer has in accordance with the aforesaid approvals, commenced construction of the Proposed Building on the said Land to be known as “**Supreme Boulevard Chembur**”. The development of and construction work on the said Land as undertaken by the Developer in the manner aforesaid pertaining to the B Wing of the Proposed Building to be known as “**Supreme Boulevard Chembur Wing B**” is hereinafter referred to as “**the said Project**”. The term “**the said Project**” wherever the same appears hereinafter shall include without limitation the entire project of construction of the B Wing as part of the Proposed Building on the said Land; and other structures and the entire development of the said Land, as envisaged by the Developer. The Developer reserves the right to change the name of the Proposed Building at any time prior to the completion of construction thereof

and the Purchaser/s confirm/s that the Purchaser/s do/does not have any objection thereto.

- V. The Developer has registered the said Project of development and construction of the B Wing as part of the Proposed Building on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”), with the Maharashtra Real Estate Regulatory Authority, under registration no. _____. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project of construction of B Wing is annexed hereto and marked as **Annexure ‘H’**. The Developer has informed the Purchaser/s that the Developer shall be registering the construction of each of the Wings of the Proposed Building on the said Land as a separate and distinct real estate project under the provisions of RERA.
- W. The right and title of the Developer to the Larger Land has been certified by Mr. Neil Mandevia of M/s. Law Scribes, the Advocates & Solicitors of the Developer, vide Report on Title dated 1st July, 2024, and a copy of the said Report on Title is annexed hereto and marked as **Annexure ‘I’**.
- X. It is further clarified that although the Developer has envisaged a broader scheme of development and construction on the Larger Land, as aforesaid, considering the fact that the BMC has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently available development potential of the Larger Land is being utilised presently in the course of development and construction of the Proposed Building; the Developer shall from time to time accordingly be making applications to the BMC for amendments to the approved plans and for issuance of further approval of plans and further Commencement Certificates or revalidation of the Commencement Certificate in terms of the amended plans such that the entire available development potential of the Larger Land (as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Proposed Building and/or additional wings and/or additional structure/s on the Larger Land and accordingly, the plans for construction of the Proposed Building on the said Land are subject to further modifications. Presently, the Developer has

commenced construction on the Larger Land on the basis of the approvals obtained as of now and subsequent modifications will be done on the basis of the further development potential that is presently available but not utilised (under the existing provisions of the DCPR) and that may from time to time hereafter become available due to various factors and as per any statutory modifications, amendments or re-enactment of the DCPR.

- Y. It is clarified that the Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Wing B of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Wing B of Proposed Building with a height of 34 floors as is presently envisaged by the Developer.
- Z. It is further clarified that in the course of construction of the Proposed Building, the Developer shall be entitled to on the Larger Land maximum permissible FSI (by whatever name called and in whatever manner available) and development potential as per the provisions of the DCPR (as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:
- i. entire development potential available for consumption on the Larger Land by way of the FSI emanating from the Larger Land in the form of base land FSI, which can be consumed free of costs thereon;
 - ii. entire development potential available for consumption on the Larger Land by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the BMC including inter alia the premium FSI under the presently applicable Regulations the DCPR;
 - iii. entire development potential available for consumption on the Larger Land by way of loading TDR on the Larger Land (if and when the same is permitted) including inter alia in accordance with presently applicable Regulations of the DCPR;

- iv. entire development potential by way of FSI or TDR as may become available to the Developer for utilisation on the Larger Land by virtue of the Developer handing over any reserved areas (including inter alia the Amenity Land) forming part of the Larger Land to the BMC or the Government of Maharashtra or to any other concerned authorities;
- v. any FSI as may be or become available for consumption on the Larger Land on account of the Developer amalgamating the development of the adjoining plot/s of land with the Larger Land as aforesaid;
- vi. entire development potential available for consumption on the Larger Land by acquiring of compensatory fungible FSI or FSI for construction of the compensatory fungible area (by whatever name called) including inter alia as available under the presently applicable Regulations of the DCPR.

AA. Accordingly, the Developer has commenced construction and development of the said Project on the said Land comprising of various units which would be capable of being used *inter alia* as residential flats.

BB. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architect, Manali Nabar, registered with the Council of Architecture under No. CA/2014/64078 and has also appointed Mr. Ravindra Deshpande of Epicon Consultant Private Limited, as structural engineer/designers for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building, unless otherwise changed by the Developer.

CC. The Purchaser/s has/have approached the Developer for acquiring a residential flat in the said Project being B Wing of Proposed Building known as Supreme Boulevard Chembur Wing B, as more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as "**the said Flat**"). The said Flat is shown as marked in hatched lines on the floor plan annexed hereto as **Annexure 'I'**.

DD. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s, a covered car parking space at

_____ level of basement/podium bearing no. _____ admeasuring _____ square feet having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance (hereinafter referred to as the “**said Car Parking Space/s**”).

EE. The Developer has informed the Purchaser/s that as per the provisions of the Development Agreement, the said Flat forms a part of the sale component, which the Developer is entitled to sell and transfer to third parties.

FF. The Developer is in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending inter alia on the basis of further approvals, as may be obtained by the Developer for construction on the Larger Land/said Land as recited above or due to any other factual changes in the matter of development/construction on the Larger Land/said Land) with various parties, who may agree to take and acquire premises in the Proposed Building to be constructed on the said Land on ownership basis, with a view that ultimately the purchasers/occupants of the various premises in each Wing of the Proposed Building shall form themselves into a Co-operative Housing Society or a Limited Company or a Condominium of Apartment Owners or any other body of purchaser/s (hereinafter referred to as “**the Proposed Legal Entity/Entities**”). The Developer shall at its sole discretion be entitled to decide and finalize the nature and constitution of the Proposed Entity i.e., whether the same is registered as a co-operative housing society or to be incorporated as a limited company, etc. As regards the Proposed Legal Entities to be formed in respect of the Proposed Building, it is presently proposed by the Developer that one single body/organization of flat holders i.e., Proposed Legal Entity shall be formed in respect of each of the Wings in the Proposed Building. It is clarified that the Proposed Legal Entities in respect of each of the Wings of the Proposed Building shall be formed only for the purpose of effective management and maintenance of the respective Wings of the Proposed Building and the amenities and common areas therein. Pursuant to completion of the entire development of the said Land/the Larger Land all the Proposed Legal Entities shall form an apex body of Proposed Legal Entities, (which may be a co-operative housing society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the provisions of the Companies Act, 2013)

(hereinafter referred to as “**the Proposed Apex Body**”) and ultimately, the balance area of said Land after deduction of the areas of the reservation (if any), together with the each of such Wings of the Proposed Building standing thereon will be conveyed by the Owner to the Proposed Apex Body, after completion of the entire project of development (by using and consuming the entire development potential of the said Land/the Larger Land as contemplated and envisaged by the Developer and as set out herein) in accordance with Clause [12] hereof. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the Wings of the Proposed Building and amenities therein shall continue to be enjoined upon the respective Proposed Legal Entities. Each of the respective Proposed Legal Entities shall be liable to contribute amounts for such management and maintenance of the common layout amenities on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Wings of the Proposed Building vis-à-vis the total available and consumed FSI for construction on the said Land.

GG. The Purchaser/s has/have taken inspection of all the documents of title relating to the Larger Land and all documents, applications, permissions, approvals and sanctions referred to in this Agreement and all documents incidental thereto and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to develop the Larger Land by construction *inter alia* of the Proposed Building thereon and to enter into these presents. The Purchaser/s hereby further agree/s and confirms that he/she/they will not raise any dispute in respect thereof at any point of time either now or in the future also.

HH. The Purchaser/s has/have demanded and has/have also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Intimation of Disapproval and Commencement Certificate issued by the BMC, the concession plans on the basis of which the concessions with regard to the Proposed Building have been sanctioned by the BMC, layout plans (as referred to hereinabove), the plans as are proposed to be submitted by the Developer to the concerned authorities for approval and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, extracts from the Survey Register and all other documents required to be furnished to the

Purchaser/s by the Developer under RERA and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**the RERA Rules**”) as well as the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as “**the MOFA Rules**”); and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the afore recited documents and other relevant documents and papers in respect of the Larger Land/the said Land and the said Project.

- II. The Purchaser/s has/have also reviewed all documents uploaded by the Developer pertaining to the said Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and understood the contents thereof.
- JJ. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser/s and/or the Proposed Legal Entity/Entities even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Proposed Legal Entity/Entities as provided hereinafter; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.
- KK. In the circumstances aforesaid, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Flat on the terms and conditions herein contained.
- LL. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals, Schedules and Annexures to this Agreement shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. DEVELOPER TO CONSTRUCT THE PROPOSED BUILDING:

The Developer shall construct and develop the Proposed Building and the additional structure/s/wings as recited above, presently proposed to be comprising of comprising of parking floors, clubhouse/fitness center and 4 (four) Wings (viz. Wings A, B, C and D) comprising of residential flats, wherein the parking floors shall be comprising of 1 (one) level of basement plus ground/stilt plus 2 (Two) levels of podium and third level of podium shall be comprising of garden, Wing A comprising of ground/stilt plus 1st to 34th floor, Wing B comprising of ground/stilt plus 1st to 34th floor, Wing C comprising of ground/stilt plus 1st to 18th floor, and Wing D comprising of ground/stilt plus 1st to 33rd floor and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or any additional FSI becoming available for consumption on the said Land as recited above or otherwise howsoever) on the said Land in accordance with the plans, designs, specifications approved by the BMC and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Purchaser/s, with such further variations therein as the Developer may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them without affecting the said Project.

3. TRANSACTION:

3.1 In consideration of the aggregate amount as mentioned in **Annexure 'K'** hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Developer (exclusive of all fees, charges, taxes, cesses, levies, etc. and other amounts as specifically mentioned herein) in the manner and installment/s as contained in **Annexure 'K'** hereto and in further consideration of the Purchaser/s agreeing to pay to the Developer the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer, the said Flat as more particularly described in the *Third Schedule* hereunder written in the Wing B of the Proposed Building being constructed on the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the *Fourth Schedule* hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**"). The Purchase Price shall be deposited in the RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In Addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account, RERA Designated Transaction Account and RERA Designated Master Bank Account having account nos. _____, _____ and _____ respectively.

3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or is achieved or is completed shall be sufficient proof that a particular stage of construction is being commenced or achieved or completed (as the case may be) for the purpose of making

payment of the installment of the Purchase Price, as per Annexure 'K' hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

- 3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied or payable by the Developer, in connection with the construction and development of the said Proposed Building and carrying out the said Project) up to the date of handing over possession of the said Flat, as elaborated herein below.
- 3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or taxes payable by the Developer to BMC or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars, etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.
- 3.5 The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- 3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned

in Annexure 'K' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'K' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'K' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'K' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that:

- 4.1 The time for making payments of the installments as mentioned in Annexure 'K' and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Developer from the Purchaser/s; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.
- 4.2 A termination letter issued by the Developer to the Purchaser/s regarding

such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Developer that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Developer. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Developer to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Flat to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including inter alia any stamp duty, registration fees, brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including but not limited to brokerage charges as may be incurred by the Developer in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause shall be made by the Developer directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Developer to the Purchaser/s.

- 4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Developer shall

not exercise the aforesaid right of termination unless and until the Purchaser/s committing 3 (three) defaults in making payments of the installments as mentioned in Annexure 'K' **PROVIDED FURTHER THAT** a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

- 4.4 In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5. DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the BMC and other concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Land.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Developer hereby declares that the FSI at present available for consumption/utilisation in respect of the Larger Land as per the presently applicable provisions of the DCPR is 64547.65 square meters and that no part of the FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been used by the Developer elsewhere,

then the Developer shall furnish to the Flat purchaser, all the detailed particulars in respect of such utilization of the said floor space index by the Developer. The Developer has already disclosed to the Purchaser/s that additional FSI shall be utilised by the Developer in the course of construction of the Proposed Building on the said Land in the manner as recited above. Accordingly, nothing contained in this Clause or otherwise in this Agreement shall be deemed to be a restriction on the ability of the Developer to consume any additional FSI as may hereafter become available for consumption on the Larger Land/said Land till the date of execution of the Proposed Conveyance *(as defined hereinafter)* in favour of the Proposed Apex Body as elaborated in Clause [12] hereof. It is further clarified that in addition to the aforesaid FSI, the Developer shall at its discretion be entitled to consume and utilize any additional FSI as may become available for consumption on the Larger Land on account of the Developer amalgamating the development of the adjoining plot/s of land with the Larger Land as recited above without affecting the said Project.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1 The planning and design of the said Flat, is subject to amendments and changes as may be stipulated by the BMC, Government, local authority and as per the requirements of the Developer.
- 7.2 The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Building (including the additional floors therein as aforesaid) or to put up additional construction on the said Land/the Larger Land, as stated in this Agreement and in particular the Recitals hereof, in accordance with the approvals or such other plans, with such additions and alterations, as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the BMC or any other appropriate authorities in that behalf as

well as for the approval or sanction relating thereto.

7.3 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Proposed Building is complete and occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Purchaser/s within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

7.4 It is clarified that the Purchaser/s is/are not concerned with the other wings/buildings forming part of the Proposed Building and the Developer shall have complete autonomy in the course of construction, planning, design and location of the such other wings/buildings forming part of the Proposed Building and this Clause shall at all times operate as the Purchaser/s irrevocable no objection and approval in that behalf.

8. DESCRIPTION OF INTERNAL FIXTURES:

8.1 It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'L'** hereto (hereinafter referred to as the “**said Internal Fixtures**”) and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer.

8.2 If any change in the Internal Fixtures, as aforesaid, becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however make endeavors to ensure that such substitutes and/or alternatives are similar to the fixtures/amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3 It is further clarified that the Internal Fixtures are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flat with the Internal Fixtures is handed over by the Developer to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Developer as set out in the first proviso to Clause [20.6] hereof shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the Wing B of the Proposed Building.

9. COMMON AREAS AND FACILITIES:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Wing B of the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Wing B of the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will

proportionately enjoy in the common areas and facilities is set out in the **Fourth Schedule** hereunder written. The common areas/amenities/facilities as specified in the **Fifth Schedule** hereunder written shall be limited common areas for use by only some of the premises holders in the Proposed Building as specified therein. The Purchaser/s shall not claim use or entitlement to use any other areas in the Proposed Building on the ground that the same are approved as common areas in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the **Fourth Schedule** hereunder written, subject to what is set out therein.

10. PURCHASER/S' SATISFACTION ON TITLE:

The Purchaser/s is/are aware that the Owner is the sole owner of the Larger Land (including the said Land) and the Developer has acquired the entitlement to redevelop to the Larger Land (including the said Land), in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Developer has made a full and true disclosure of the nature of its rights to the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Owner to the Larger Land and the entitlement of the Developer to develop the Larger Land by construction of the Proposed Building and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Owner to the Larger Land or the entitlement of the Developer to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Intimation of Disapproval, Commencement Certificate and other approvals as are already issued by the BMC and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s

that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and is/are aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Proposed Legal Entity, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

11. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE PROPOSED LEGAL ENTITY:

The Purchaser/s at his/her own costs (to be borne proportionately) along with the other premises holders in the each of the Wings of the Proposed Building and additional structure/s to be constructed on the said Land, if any, shall co-operate with the Developer in formation of the respective Proposed Legal Entities in respect of each of the Wings of the Proposed Building including inter alia the Proposed Legal Entity in respect of the Wing B of the Proposed Building and shall join in as member/s thereof. For the said purposes of being admitted as member/s of the Proposed Legal Entity, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Proposed Legal Entity and for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the Proposed Legal Entity viz. the organization of the Purchaser/s under Section 11(4)(e) of RERA and to extent as applicable under Section 10 of MOFA within the time limit prescribed by Rule 9 of RERA Rules and to extent as applicable under Rule 8 of MOFA Rules.

12. FORMATION OF THE PROPOSED LEGAL ENTITY AND TRANSFER OF TITLE:

12.1 As per the provisions of Section 11 (4) (e) of the RERA read with Rule 9(1)

of the RERA Rules, in the absence of local laws, the Developer shall form a Proposed Legal Entity within a period of three months from the majority of allottees having booked units as the case may be in the said Real Estate Project. Further, the Developer shall form the Proposed Legal Entity within 3 months from the date on which fifty one percent of the total number of allottees in the Proposed Building have booked their units in the Proposed Building.

12.2 Pursuant to completion of the entire development of the entire said Land viz. once construction of all the buildings/wings forming part of the Proposed Building and any additional floors/wings/structures as recited above is completed and all the Proposed Legal Entities in respect of all the Wings of the Proposed Building are formed and registered; and after the Developer has consumed and utilised the full available construction potential of the Larger Land (including the said Land), the Developer shall register an Proposed Apex Body in the form of Federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-Rule (1) of rule 9 (1) (i). Such Application shall be made within a period of 3 (three) months from the date of receipt of Occupation Certificate of the last wing which was to be constructed in the layout.

12.3 Ultimately, the balance area of said Land (after deduction of the areas of any reservations including road set back, if applicable thereon), together with the entire Proposed Building (viz. all of the wings of the Proposed Building) shall be conveyed by the Owner to the Proposed Apex Body by executing a conveyance of the entire undivided inseparable land underneath all wings jointly or otherwise within 3 (three) months from the date of obtaining occupation certificate of the last building or wing in the layout. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the respective buildings/wings forming part of the Proposed Building and amenities therein shall continue to be enjoined upon by the respective Proposed Legal Entities. In the event if there are any common amenities or facilities (which are common to all the wings of the Proposed Building) then such common

amenities or facilities shall be maintained and managed by the Proposed Apex Body. The Developer shall in discharge of its obligations, take steps to cause the Owner to convey the said Land in the manner aforesaid (hereinafter referred to as “**the Proposed Conveyance**”) in favour of the Proposed Apex Body.

- 12.4 As regards the Proposed Legal Entities to be formed in respect of the Proposed Building, it is presently proposed by the Developer that one single body/organization of flat holders i.e., Proposed Legal Entity shall be formed in respect of each of the Wings in the Proposed Building. The Developer shall take steps to form the Proposed Legal Entity in respect of each wing of the Proposed Building in accordance with the applicable provisions of MOFA and RERA.
- 12.5 The Developer shall also join in the Proposed Conveyance as a confirming party and shall thereby convey the entire Proposed Building to the Proposed Apex Body.
- 12.6 Any stamp duty, registration expenses and other incidental expenses to be incurred with regard to the Proposed Conveyance, shall also be borne and paid by the respective Proposed Legal Entities and the Proposed Apex Body.

13. INCIDENTAL RIGHTS OF THE DEVELOPER:

The Developer has further informed the Purchaser/s and the Purchaser/s agree/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with **(a)** future rights in respect of the Larger Land; **(b)** the balance development potential/rights in respect of the Larger Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and other wings/buildings forming part of the Proposed Building and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development and construction); **(c)** various rights that may accrue to and over the Larger Land in the future including additional development potential as recited above; and **(d)** the rights for advertising, signage and hoarding for advertising in the compound,

common areas and facade of the Larger Land (the rights referred to in above are hereinafter collectively referred to as “**the Incidental Rights**”). The Incidental Rights include the right of use of the Larger Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificates and/or any type of FSI which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer’s sole and absolute discretion without affecting the said Project. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Developer and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Proposed Legal Entity. It is clarified that the Proposed Conveyance to be executed in accordance with the provisions of Clause 12 hereof shall be subject to the Incidental Rights of the Developer as specified in this Clause 13.

14. RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITY:

In the event of the Proposed Legal Entity/Entities to be formed in respect of the Proposed Building being formed, and registered before the sale and disposal by

the Developer of all the premises/ flats/premises in the Proposed Building, the same shall not in any manner affect the rights of the Developer to the Incidental Rights and/or the rights of the Developer to sell/dispose off/transfer/mortgage the unsold premises/ flats and the rights of the Developer in relation to the said Land/Larger Land as well as any premises in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Developer may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Developer on such premises) and the powers and the authority of the Proposed Legal Entity/Entities shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Building and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof as in respect of any premises in the Proposed Building, wherein or in respect whereof, the Developer may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Developer on such premises), **PROVIDED ALWAYS THAT** the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Legal Entity being formed earlier than the Developer dealing with or disposing of all the premises constructed in the Wing B of the Proposed Building, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any premises or nominee of the Developer shall be admitted to the membership of the Proposed Legal Entity, without payment of any premium or any additional charges save and except as contained in the Other Charges table hereunder and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Proposed Legal Entity, as the case may be. It is further clarified that in the event if the Developer is admitted (at the option of the Developer) as a member of the Proposed Legal Entity as aforesaid in respect of the unsold flats, the rights of the Developer shall be freely transferable without payment of any amounts or premium for the same and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Legal Entity or the Proposed

Apex Body to the contrary. The Purchaser/s shall ensure that Proposed Legal Entity shall not permit any transfers of premises or shares of any member, in respect of which the Developer has reasonably called upon the Proposed Legal Entity not to permit transfers and any permissions so granted by the Proposed Legal Entity shall be void, without any authority and non-est.

15. NO OBJECTION OF THE PURCHASER/S:

It is expressly agreed by and between the Parties as follows:

15.1 As aforesaid, the Developer shall be constructing the Proposed Building and additional wings/buildings forming part of the Proposed Building and additional structures/wings/floors therein as stated above on the Larger Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total height of the Proposed Building as presently proposed by the Developer is Wing A comprising of ground/stilt plus 1st to 34th floor, Wing B comprising of ground/stilt plus 1st to 34th floor, Wing C comprising of ground/stilt plus 1st to 18th floor, and Wing D comprising of ground/stilt plus 1st to 33rd floor and that the same is subject to approvals being granted to the Developer for such construction.

15.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Developer is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from BMC and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common

areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

15.3 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Developer will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above without affecting the said Project.

15.4 The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the Larger Land (including the said Land) by increasing the number of floors in the Proposed Building as such or by construction of additional wings and/or additional wings/buildings forming part of the Proposed Building and/or structures on the Larger Land.

15.5 The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the Larger Land and/or additional floor/s in the Proposed Building including inter alia as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the Larger Land as also construct additional building/s/structure/s/wing/s/floor/s on the Larger Land or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/floor/s as the Developer may deem fit and proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause 15 shall always operate as the Purchaser/s' irrevocable, absolute and unconditional

no objection in that behalf. This Clause 15 shall operate as and shall be deemed to be the approval of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

16. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the Purchaser/s to make payment of the amounts hereunder payable to the Developer for acquiring the said Flat, by offering the rights of the Purchaser/s hereby granted in respect of the said Flat as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price and other amounts as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the Larger Land/the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Developer.

17. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID FLAT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as marked on the floor plan annexed hereto as Annexure 'J' and use and enjoyment of common areas, facilities and utilities in common as aforesaid and the Purchaser/s shall not be entitled to

claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the Larger Land and/or said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

18. NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is agreed to be hereby sold to the Purchaser/s for use as a residential flat only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Flat, without prior written consent in writing of the Developer, the BMC and the concerned authorities.

19. PARKING SPACES:

19.1 For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Developer shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Developer to carry out a tentative earmarking of parking spaces (in open or in the stilt area or ground floor or podium (if any) or basement (if any) or in the mechanical parking or puzzle pit parking area on the said Land) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability. In the alternative to earmarking specific parking spaces for certain premises/flat holders as aforesaid, the Developer may permit some of the occupants/holders of premises/flats in the Proposed Building to park a certain number of vehicles in the parking spaces/area to be provided in the Proposed Building.

19.2 The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entity and

admission of the Purchaser/s to the Proposed Legal Entity as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Proposed Legal Entity in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Legal Entity for exclusive use along with rights of transferability in respect thereof.

19.3 The Purchaser/s acknowledge/s and understand/s that some of the car-parking spaces that may be provided for in the Proposed Building, may be in the form of an automated mechanical stack parking or puzzle pit parking in the form of level/horizontal mechanical parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the Proposed Building and which parking system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

19.4 In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 19. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle pit) the same (if earmarked for the Purchaser/s in accordance with this Clause 19) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same puzzle pit in the Mechanical Parking

unit. Within each puzzle pit, there shall be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular puzzle pit shall park his/her vehicle in such particular puzzle pit only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Land. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

- 19.5 As per such earmarking done by the Developer, the holders/purchasers of the said Flat shall be entitled to exclusively use, occupy and enjoy the right to park certain number of vehicle/s in the designated parking spaces in the Proposed Building as specified in the Second Schedule hereunder written. However, the location of such parking spaces shall be earmarked by the Developer at the time of completion of construction of the Proposed Building and at the time of handover of possession of the said Flat to the Purchaser/s.

20. DATE OF POSSESSION OF THE SAID FLAT:

- 20.1 The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s in the Wing B of the Proposed Building on or before 31st March, 2029. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat with interest at the Agreed Interest Rate from the date the Promoter received the sum till the date the amounts and interest thereon is repaid as detailed in clause 20.2.

Provided that the Promoter shall be entitled to reasonable extension of time

for giving delivery of the said Flat on the aforesaid date, if the completion of the Wing B in which the said Flat is situated is delayed on account of:-

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

20.2 The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Clause 20.1 and even after extension of the date of possession as stated in the preceding Clause 20.1, the Developer is unable to or fails to give possession of the said Flat or license to enter the said Flat to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their/its own discretion be entitled either: **(i)** to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 20.1 hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative **(ii)** be entitled to give notice to the Developer terminating this Agreement, in which event, the Developer shall refund to the Purchaser/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause 20.2 are applicable and in such an event, if the Purchaser/s once

exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat.

- 20.3 The refund to be made by the Developer to the Purchaser/s pursuant to Clause 20.2 shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 20.2 hereof. In case of termination by the Purchaser/s as provided in Clause 20.2 upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in Developer's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 20.2, in the event if the Developer finds a willing buyer/acquirer to acquire the said Flat prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Flat to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.
- 20.4 Save and except as provided in Clause 20.2 hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 20.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.
- 20.5 Notwithstanding anything to the contrary contained in this Agreement and

in particular in Clauses 20.2 to 20.4 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said Flat is acquired by the Government or any other authority and thereby the Developer is unable to complete the aforesaid Proposed Building and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, to pay over to the Purchaser/s, the proportionate amounts of the Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s till then and received by the Developer from the Purchaser/s), without any interest thereon and thereupon this Agreement shall ipso fact and automatically stand terminated.

- 20.6 The Purchaser/s shall take possession of the said Flat within a maximum period of 2 (two) months of the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Developer (whether at such time, the Purchaser/s has/have taken possession of the said Flat or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of offer to handover possession of the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any defect in the said Flat or in the Wing B of the Proposed Building on the material used therein or any unauthorized change in the construction of the Wing B of the Proposed Building which may be attributable to the Developer, then and in such events, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change **PROVIDED FURTHER THAT** the defect liability of the Developer shall be restricted to the defect in the construction of the Wing B of the Proposed Building only and shall not extend to the Internal Fixtures.

- 20.7 Before delivery of possession or grant of license to enter the said Flat to the Purchaser/s, the Purchaser/s shall inspect the said Flat and the internal fixtures/amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect thereof, if the same are in accordance with this Agreement.
- 20.8 The Developer shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCPR; and on provision of minimum lifts, the Developer may offer possession of the said Flat to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Flat on the ground that the requisite or assured numbers of lifts are yet to be provided by the Developer in the Wing B of the Proposed Building.
- 20.9 It is further clarified that at the time of offer of possession of the said Flat, the Developer may have obtained only a part occupancy certificate in respect of the said Wing B of the Proposed Building and the Purchaser/s shall be obliged to accept possession of the said Flat on the basis of the part occupancy certificate. It is further clarified that at such time, certain fixtures/facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, equipment, etc. may not be ready or other facets of the said Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Flat or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 5 (five) years for the Developer to provide additional facilities as specified in this Clause 20.9 and complete the Proposed Building after obtaining the part occupancy certificate in respect of the said Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Developer carrying out such work on the said Land or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Flat only after the full aggregate Purchase Price as per Annexure 'K'

hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

20.10 The Developer shall not put the Purchaser/s in possession of the said Flat unless and until:

20.10.1 The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'K' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer as specified herein.

20.10.2 The Developer has made application for the Occupancy Certificate; or part Occupancy Certificate in relation to the said Flat.

20.11 Upon completion of construction of the Wing B of the Proposed Building comprising the said Flat, the Developer may at its discretion permit the Purchaser/s to enter upon the said Flat, limited for the purpose of carrying out fit out works of non-structural nature, like installation of fixture and furniture, in the said Flat at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Flat under any circumstances and the same shall be entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage, the Occupancy Certificate or building completion certificate in respect of the Proposed Building or the said Flat may not have been received by the Developer from the BMC and at such stage the said Flat may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause 20.11, the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause

20.11 then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Flat shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. The Purchaser/s shall further ensure that a comprehensive insurance policy including third party liability is taken by the Purchaser/s for such amounts as may be prescribed by the Developer in relation to the fit-out work being carried out by the Purchaser/s. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Flat as contemplated in this Clause 20.11.

20.12 The Purchaser/s hereby also agree and undertake that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of any guidelines as may be prescribed by the Developer for fit outs, keep deposited with the Developer a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only), as a security deposit; and which amount shall be refunded without any interest by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or conditions or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining of the said Flat, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Developer to the Purchaser/s within a period of 30 (Thirty) days without any interest thereon only upon completion of the entire fit-out or interior works in the said Flat by the Purchaser/s.

20.13 Upon possession of the said Flat being given to the Purchaser/s, he/she/they

shall be entitled to the use and occupy of the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.

21. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

- 21.1 The Purchaser/s shall, at the time of taking possession of the said Flat or within a period of 7 (Seven) days from being offered possession the said Flat (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer, the following amounts which are more particularly contained in Part B of Annexure K:
- 21.2 Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat.
- 21.3 After the completion of the initial [] ([]) months or exhaustion of the deposit amount mentioned in Clause [Error! Reference source not found.] a s aforesaid, whichever is earlier, the Purchaser/s shall be liable to bear and pay the maintenance charges together with the applicable Goods and Services Tax thereon in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Developer or to the Proposed Legal Entity (if formed by then and if the management of the Wing B of the Proposed Building has been handed over to the Proposed Legal Entity); and the Purchaser/s shall not be entitled to, till formation of the Proposed Legal Entity, withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest at the Agreed Interest Rate to the Developer/the Proposed Legal Entity for any delay in payment of such outgoings. The maintenance charges would include *inter alia* the following:

- 21.3.1 The Property Taxes in respect of the said Land attributable on a proportionate basis to the said Flat, till such time as the said Flat is separately assessed for Property Taxes and thereafter the Property Taxes as may be applicable qua the said Flat;
- 21.3.2 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the said Land and other common areas, facilities and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.;
- 21.3.3 The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other parts of the Proposed Building used by the premises acquirers in common as aforesaid;
- 21.3.4 The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, staff for maintenance of the equipment installed in the Proposed Building etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.;
- 21.3.5 The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed (if any) on the said Land;

- 21.3.6 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges;
- 21.3.7 Premium for insurance of the Proposed Building (if and when taken);
- 21.3.8 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including inter alia gym equipment installed/provided in the gymnasium/fitness center of the Proposed Building, equipment installed in the common areas/garden areas (if any) of the Proposed Building, sewer line, storm water drain, water lines, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank or underground tank and other water tanks by whatever name called and wheresoever situated, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building. It is clarified that the aforesaid equipment in the Proposed Building shall include without limitation fixed equipment, moveable equipment, furniture and fixtures, surfaces, ceilings, air-conditioning equipment, elevators, stack and/or mechanical parking equipment;
- 21.3.9 The above maintenance charges are only provisional and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Developer, on demand;

21.4 The Purchaser/s is/are aware that after the possession of the said Flat is

offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the Proposed Legal Entity, it may take at least 12 (Twelve) months for the Proposed Legal Entity to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the Proposed Legal Entity is likely draw up ad-hoc bills towards maintenance. Also, pending the formation of the Proposed Legal Entity, the Developer shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Developer may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Legal Entity a time period of approximately 12 (Twelve) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Legal Entity, to enable the Proposed Legal Entity to work out the exact details of the maintenance charges payable by him/her/them. It is clarified that till the formation of the Proposed Legal Entity, and handover of the management and maintenance to the Proposed Legal Entity, the Developer shall be entitled in its discretion (as the Developer may deem fit) to decide on the amounts that the purchaser/s (including the Purchaser/s) in any of the Wings of the Proposed Building should pay for usage of any of the amenities installed by the Developer in any part of the common areas which has running cost in order to management and maintain the upkeep of such amenity.

- 21.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to BMC or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon

including the said Flat, the same shall be borne and paid by the Purchaser/s. The Developer shall be entitled in its discretion (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the new premises being developed and constructed on the said Land within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

- 21.6 The Purchaser/s is/are further made aware that potable water supply is provided by the BMC and other concerned government authorities, and shall be made available to the Proposed Building as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply to the said Flat is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Developer shall be to obtain the requisite connection from the water mains to the said Land in accordance with the applicable rules and regulations of the BMC.

22. TAXES:

- 22.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'K' hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including the Goods and Services Tax (hereinafter referred to as "**the said Taxes**"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Developer is not liable to bear and/or

pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction as contemplated in this Agreement for sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

22.2 It is further agreed by and between the Parties that in the event if any tax set-off or tax credit (by whatever name called) is available to the Developer with regard to any of the said Taxes, then the Developer shall solely be entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit and it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Developer shall be entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.

22.3 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction

contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 22 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Developer shall in its discretion be entitled (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

- 22.4 All amounts towards the Purchase Price as payable by the Purchaser/s to the Developer, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.

23. BREACHES:

- 23.1 The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such

an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the provisions of Clause 4 above shall be applicable.

23.2 The Developer shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause 4 or this Clause 23. The residue balance amount after deducting amounts receivable by the Developer from the Purchaser/s towards the termination as set out in Clause 4 shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Flat, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

23.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination as elaborated under Clause 4 or this Clause 23.

24. ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s hereby acknowledge/s that the Developer shall be expending substantial amounts on the designing and constructing the elevation of the Proposed Building and the elevation of the Proposed Building shall be an integral feature of the Proposed Building. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the

attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas, etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Developer that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Proposed Building or anywhere outside the said Flat on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Flat and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified.

25. COVENANTS OF THE PURCHASER/S:

The Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- 25.1 To maintain the said Flat at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Flat is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof;
- 25.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be

consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the Proposed Legal Entity/the Proposed Apex Body are in any manner whatsoever prejudiced/ adversely affected.

- 25.3 Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers / RCC Consultants of the Proposed Building and BMC.
- 25.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building and/or the said Project by any act of the Purchaser/s.
- 25.5 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the Proposed Building; or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.
- 25.6 To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted).

- 25.7 To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around the Proposed Building.
- 25.8 Not to demolish the said Flat or any part thereof including *inter alia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the said Flat without the prior written permission of the Developer and/or the Proposed Legal Entity, when formed.
- 25.9 Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable, any insurance of the Proposed Building or any part thereof or whereby any increased premium may become payable in respect of the insurance.
- 25.10 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or in the fire chutes or electrical ducts or plumbing ducts or firefighting ducts or in the other premises or any other part or portion of the Proposed Building and/or the said Land.
- 25.11 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ies if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s.
- 25.12 The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.

- 25.13 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Legal Entity as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Legal Entity and/or the Proposed Apex Body and/or the concerned authority and/or other public authority.
- 25.14 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Legal Entity regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- 25.15 The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land/the Larger Land /Proposed Building /said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the date of the Purchaser/s being put in possession of the said Flat.
- 25.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets.
- 25.17 The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Flat. The dry and wet

garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of BMC. The Purchaser/s shall at all times co-operate with the Developer for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Developer from time to time.

25.18 The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the Proposed Building /said Land/said Project.

25.19 The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Developer or by any concerned authorities from time to time.

25.20 The Developer shall provide to the Purchaser/s the water connection in respect to said Flat. The Developer shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Flat. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same.

25.21 The Purchaser/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the BMC and Government authorities and the premium is paid/shall be paid to BMC for the same and that the Developer is also loading, using and utilising TDR on the said Land/the Larger Land which would be consumed in the course of construction of the Proposed Building.

25.22 The Purchaser/s is/are also aware that the Developer has paid to BMC the

premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.

25.23 The Purchaser/s is aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Building including the open space deficiency. The Purchaser/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the BMC). The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Land/the Larger Land or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.

25.24 The Purchaser/s is/are aware of various declarations and/or undertakings that the Developer has executed in favour of various authorities including the BMC for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Land. The Purchaser/s confirm/s that the Purchaser/s has/have read and understood the same and the contents thereof and the Purchaser/s further acknowledge/s that as one of the acquirers of premises in the Proposed Building the Purchaser/s may be bound by such undertakings and/or declarations executed by the Developer and the Purchaser/s hereby irrevocably agree and undertake with the Developer to comply with the same and not to commit any breach or violation of the same.

25.25 The Purchaser/s shall not object to the Developer applying for and obtaining part Occupancy Certificates from the BMC in relation to any part of the Proposed Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building.

25.26 As a part of a marketing exercise or otherwise in the event if the Developer is required under law, the Developer may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the flats (jointly and/or severally) and/or their family members along with their occupation and also

use their photographs to such third parties as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.

25.27 The Developer may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.

25.28 The Purchaser/s is/are further made aware that the Developer is engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai and during the construction of the Proposed Building and after completion thereof, the Developer may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Developer including inter alia occupants of building/s, which the Developer is redeveloping or is proposing to redevelop and accordingly, the Developer may arrange for site visits to the said Land and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.

25.29 It is clarified that the rights of the Developer as specified in Clauses 25.26, 25.27 and 25.28 above are permanent rights granted to the Developer by the Purchaser/s and the Developer shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entity (as and when the same is formed) in relation to exercise of such rights.

25.30 The Purchaser/s hereby acknowledge/s that the Developer has paid and shall be paying various amounts to the concerned authorities including inter

alia the BMC as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Developer shall be solely and exclusively be entitled for such refunds and the Purchaser/s and or the Proposed Legal Entity and/or the Proposed Apex Body shall not be entitled to the same.

26. INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from and/or breach of the terms and conditions of this Agreement by the Purchaser/s or otherwise.

27. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement, the Purchaser/s shall pay the applicable amount of stamp duty and registration charges, document handling charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the date of execution and inform the Developer of the serial number, under which the same is lodged for Registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Developer and/or its

authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

28. TRANSFER OF THE SAID FLAT:

If the Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to other person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER THAT** such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

29. COMPLIANCE OF FOREIGN EXCHANGE AND REMITTANCE LAWS

29.1 The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as “FEMA”), the rules and regulations of the Reserve Bank of India (“RBI”) and all other applicable laws, rules and regulations made with regard to purchase of immovable property/residential flats by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.

29.2 The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set

out in Clause 29 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Developer fully indemnified and harmless in this regard and agree/s that the Developer shall accept no responsibility for the same.

29.3 The Purchaser/s further undertake/s to intimate the Developer in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.

29.4 It is hereby agreed between the Parties that the Developer shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Flat applied for in any way.

30. MISCELLANEOUS:

30.1 **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the Proposed Building/the Larger Land/the said Land/ and/or the premises therein.

30.2 **Name of the Building:** The name of the Proposed Building shall at all times remain as “**Supreme Boulevard Chembur**” and the name of the said Project shall at all times remain as “**Supreme Boulevard Chembur Wing B**”, unless changed by the Developer and the same shall not be changed without the prior written permission or approval of the Developer. The Developer shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed or that the Proposed Building has been

constructed and/or developed by the Developer.

30.3 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post with Acknowledgement Due ("**RPAD**") or hand delivered by the Developer at the address hereinabove stated or sent by electronic mail (e-mail) to the e-mail address as provided by the Purchaser/s to the Developer as follows:

Purchaser/s : [_____]

30.4 **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

30.4.1 Developer : [_____]

30.4.2 Purchaser/s : [_____]

30.5 **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.

30.6 **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Purchaser/s hereunder.

30.7 **Dispute Resolution:** Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30.8 **Jurisdiction:** Subject to what is stated in the above Clause 30.7, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise

pertaining to the said Premises.

- 30.9 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Larger Land and/or the Proposed Building and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Land and/or the Larger Land and/or the Proposed Building and/or any part thereof.
- 30.10 **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
- 30.11 **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.
- 30.12 **Obligations of the Purchaser/s:** In the event if there is more than a single person/entity mentioned as a Purchaser in this Agreement, then all obligations of all Purchasers under this Agreement, shall be joint and several.

30.13 Entire Agreement: This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whether directly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Developer's website/s, model/s of the Proposed Building, etc.). In case of any inconsistency between this Indenture and any other document, this Indenture shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Indenture.

30.14 Headings: The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece and parcel of land admeasuring 19,864.90 square meters or thereabouts, bearing CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Govandi Station Road, Chembur, Mumbai 400088 as marked in hatched lines on the Plan hereto annexed as Annexure 'A' and which land is bounded as follows:

On or towards the North	:	Central Railway Lines (Harbour), Kurla Mankhurd Railway Lines;
On or towards the South	:	Partly by Existing 18.3 m. wide Govandi Station Road and partly by Land bearing City Survey No. 74A/3E;

On or towards the East : Land bearing City Survey No. 74A/4; and
On or towards the West : Lands bearing City Survey Nos. 74A/3B, 74A/3D &
74A/3E.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All that piece and parcel of land admeasuring 18,378.41 square meters or thereabouts, forming part of the Larger Land more particularly described in the *First Schedule* hereinabove written viz. forming part of the land bearing CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Govandi Station Road, Chembur, Mumbai 400088 as marked in hatched lines on the Plan hereto annexed as Annexure 'D'.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

The Flat (viz. residential flat) bearing no. [____], on the [____] floor in the **B** Wing admeasuring approximately [____] square feet carpet area i.e. approximately [____] square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules), in the Proposed Building to be constructed on the said Land more particularly described in the *Second Schedule* hereinabove written, together with entitlement to exclusively use, occupy and enjoy the said Car Parking Space/s in the Proposed Building (as provided Clause 19 hereof).

It is clarified that the carpet area of the said Flat, as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

THE FOURTH SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

DESCRIPTION OF COMMON AREAS TO BE PROVIDED

<u>Sr. No</u>	<u>Type of Common Area</u>	<u>Proposed Date of Occupancy Certificate</u>	<u>Proposed Date of Handover for Use</u>	<u>Size/Area of Common Areas Provided</u>
(i)	NIL			
(ii)	NIL			
(iii)	NIL			
(iv)	NIL			

DESCRIPTION OF FACILITIES/AMENITIES TO BE PROVIDED IN THE SAID PROJECT

<u>Sr. No</u>	<u>Type of Common Area</u>	<u>Proposed Date of Occupancy Certificate</u>	<u>Proposed Date of Handover for Use</u>	<u>Size/Area of Facility/A Provided</u>	<u>FSI Utilized Or Free of FSI</u>
(i)	Society Office	31.03.2029	31.03.2029	16.19 square meters	Free of FSI
(ii)	Main entrance Lobby	31.03.2029	31.03.2029	166 square meters	Free of FSI
(iii)	Common Staircases	31.03.2029	31.03.2029	2 meter wide	Free of FSI
(iv)	Common terrace over the topmost habitable floor	31.03.2029	31.03.2029	500 square meters	Free of FSI
(v)	Refuge Area	31.03.2029	31.03.2029	617.64 square meters	Free of FSI

DESCRIPTION OF FACILITIES/AMENITIES TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT

<u>Sr.</u>	<u>Type of</u>	<u>Phase</u>	<u>Proposed</u>	<u>Proposed of</u>	<u>Size/ar</u>	<u>FSI</u>
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<u>No</u>	<u>facilities/amenities provided</u>	<u>name/number</u>	<u>Date of Occupancy Certificate</u>	<u>handing over to the Society/Common Organization</u>	<u>area of the facilities/amenities</u>	<u>Utilized or free of FSI</u>
(i)	Club House/Fitness Centre	Phase 4	31.12.2032	31.12.2032	434 square meters	Free of FSI
(ii)	Landscape Podium	Phase 4	31.12.2032	31.12.2032	3000 square meters	Free of FSI

DESCRIPTION OF FACILITIES/AMENITIES TO BE PROVIDED IN THE FORM OF OPEN SPACES WITHIN THE LAND

<u>Sr. No</u>	<u>Type of Open Spaces</u>	<u>Phase No.</u>	<u>Size</u>	<u>Proposed Date of availability of Use</u>	<u>Proposed Date of Handover to Society</u>
(i)	LOS	Phase 4	4594 square meters	31.12.2032	31.12.2032

DETAILS AND SPECIFICATIONS OF LIFTS

<u>Sr. No</u>	<u>Type of Lift</u>	<u>Total Number</u>	<u>Size</u>	<u>No. of passenger or carrying capacity</u>	<u>Speed</u>
(i)	Passenger Lift	4	1.40 meter x 1.30 meter	800 kgs	2 meter per second
(ii)	Fire Evacuation	1	1.40 meter x 1.30 meter	800 kgs	2 meter per second

	Lift				
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THE FIFTH SCHEDULE ABOVE REFERRED TO

LIMITED COMMON AREAS

- Staircases, landing and landing on each floor and servant's toilet on mid landing will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor.
- Car parking spaces in accordance with the provisions of Clause 19 hereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED SEALED AND DELIVERED)

By the within named **Developer**)

SUPREME SKY HIGH LLP)

through the hands of its Authorized Signatory)

Mr. [])

in presence of)

1.)

2.)

SIGNED AND DELIVERED)

by the within named **Purchaser/s**)

[])

Draft
Without Prejudice

in the presence of)

1.)

2.)

Housiey.com

Annexure 'K'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Developer in respect of the said Flat shall be **Rs. [_____]/- (Rupees [_____] Only).**

The said consideration/purchase price of **Rs. [_____]/- (Rupees [_____] Only)** shall be paid by the Purchaser/s to the Developer in the following manner:

Sr.No.	Payments to be made in the following manner	Percentage (%)
1	Earnest Money Deposit paid by the Purchaser/s to the Developer on or before the execution hereof (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).	9%
2	Simultaneously against the execution of this Agreement.	11%
3	On completion of Plinth	10%
4	On completion of the 4th Slab	5%
5	On completion of the 8th Slab	5%
6	On completion of the 12th Slab	5%
7	On completion of the 16th Slab	5%
8	On completion of the 20th Slab	5%
9	On completion of the 24th Slab	5%
10	On completion of the 28th Slab	5%
11	On completion of the Terrace Slab	5%
12	On completion of the Walls/Internal Plaster/Floorings/Doors & Windows of the said apartment	5%
13	On completion of the Sanitary fittings/Lift wells/Staircase of the said apartment	5%
14	On completion of the External Plumbing/External Plaster/Terraces waterproofing of the Tower in which the said apartment is located	5%
15	On completion of the Electrical fittings of the said apartment	5%
16	On completion of the Lifts & Entrance Lobby area of the Proposed Building	5%
17	Within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession of the said Flat or at the time of the Purchaser/s being permitted to carry out fit out works in the said Flat, whichever is earlier.	5%
Total		100%