
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and executed at Mumbai on this _____ day of _____ in the year Two Thousand and Twenty-One;

BETWEEN

PARADIGM DOTOM BUILDHEIGHTS LLP, a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN No. AAJ-7641, having its office at 201, Nivan, S.V. Road, Opp. Podar International School, Khar (West), Mumbai – 400 052, hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being and from time to time constituting the said firm, the last surviving partner and the heirs, executors and administrators of the last surviving partner) of the **One Part**;

AND

MR./MRS./MS./M/S. [●] and **[●]** residing / having address at **[●]**, hereinafter referred to as the “**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an **Individual** his / her / their heirs, executors, administrators and permitted assigns, in case of a **Partnership Firm / LLP**, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a **Company** its successors and permitted assigns, in case of a **Hindu Undivided Family**, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a **Trust** the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **Other Part**;

Unless referred to individually, the Promoter and the Purchaser/s are hereinafter collectively referred to as “**the Parties**”

WHEREAS:

- A. The State of Maharashtra is the owner of all that piece and parcel of Collector Land bearing C.T.S. No. 343 (part) approximately admeasuring 13,499.82 square meters or thereabouts, situate lying and being at Lal Dongar, Village Chembur, Taluka Kurla, Mumbai Suburban District and on Sion-Trombay Road, Chembur, Mumbai 400 071 (herein referred to as “**Larger Land**”).
- B. The Larger Land is entirely encroached upon by various occupants / hutments / slum dwellers (herein referred to as “**Slum Dwellers**”) and has been declared as a slum under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (herein referred to as “**SRA Act**”). The Slum Dwellers have formed multiple co-operative housing societies for such portion of the Larger Land occupied by such Slum Dwellers.
- C. A portion of the Larger Land bearing C.T.S. No. 343 (part) is encroached upon by various Slum Dwellers and the Slum Dwellers have formed and registered a society *viz.* Ekta SRA Co-operative Housing Society Limited registered vide no. MUM/SRA/HSG/TC 1191 of 2011 on March 14, 2011 (herein referred to as “**Ekta Society**”).
- D. Another portion of the Larger Land bearing C.T.S. No. 343 (part) is encroached upon by various Slum Dwellers and the Slum Dwellers have formed and

registered a society viz. Panchsheel SRA Co-operative Housing Society Limited registered vide no. MUM/SRA/HSG/TC 12234 of 2012 on August 1, 2012 (herein referred to as “**Panchsheel Society**”).

- E. The balance portion of the Larger Land bearing C.T.S. No. 343 (part) is encroached upon by various Slum Dwellers and the Slum Dwellers have formed and registered a society viz. Vishwa Gautam SRA Co-operative Housing Society Limited registered vide no. MUM/SRA/HSG/TC 12071 of 2011 on August 18, 2011 (herein referred to as “**Vishwa Gautam Society**”).
- F. Unless referred to individually, Ekta Society, Panchsheel Society and Vishwa Gautam Society are hereinafter collectively referred to as the “**Rehab Societies**”
- G. Ekta Society, Panchsheel Society and Vishwa Gautam Society have vide three (3) separate development agreements granted development rights in respect of the Larger Land in favour of Jai Bhagwati Developers and Builders, a sole proprietorship concern to Mr. Ratansingh Gumansingh Barthwal and having its/his office at 13, Runwal Centre, Govandi Station Road, Deonar, Mumbai-400 088 (herein referred to as “**Jai Bhagwati**”) on the terms and conditions more particularly stated therein. In addition, thereto, the said Ekta Society, Panchsheel Society and Vishwa Gautam Society have also executed three (3) separate irrevocable general power of attorney thereby conferring various powers and authorities to Jai Bhagwati in respect of the said Larger Land.
- H. By and under a Joint Venture Agreement dated May 3, 2010 (“**First Joint Venture Agreement**”), Jai Bhagwati and M/s. R. K. Madhani & Co. a Partnership Firm registered with the Registrar of Firm having its office at 127-136, Madhani Industrial Estate, 542- Senapati Bapat Marg, Dadar (West), Mumbai-400 028 (herein referred to as “**Madhanis**”), have agreed to jointly develop the Larger Land, on the terms and conditions more particularly set out therein.
- I. Unless referred to individually, Jai Bhagwati and Madhanis shall hereinafter collectively be referred to as “**Joint Developers**”.
- J. Subsequently, Joint Developers approached the Promoter and offered to develop the said Larger Land in joint venture with Joint Developers alongwith all the rights and benefits already accrued in favour of Joint Developers under the sanctions and approvals from Slum Rehabilitation Authority (herein referred to as “**SRA**”) and pursuant to the negotiations and discussions that accordingly took place by and between the Joint Developers and Promoter, it was mutually agreed between Joint Developers and Promoter to execute an agreement in respect thereof;
- K. Thereafter, by and under registered Joint Venture Agreement dated April 16, 2019 (herein referred to as the “**Second Joint Venture Agreement**”), Jai Bhagwati, Madhanis and the Promoter, agreed to jointly redevelop the Larger Land, upon the terms and conditions as are more particularly set out therein. The Joint Venture Agreement is duly registered before the Sub-registrar Kurla No. 4 vide no. KRL-4/4394 of 2019.
- L. Under the Second Joint Venture Agreement, it is agreed between the Joint Developers and the Promoter that the Joint Developers shall be collectively entitled to twenty-six percentage (26%) of the sale component on the Larger Land and the balance seventy-four percentage (74%) of the sale component on the Larger Land shall be the entitlement of the Promoter.

- M. Pursuant to the Second Joint Venture Agreement, the Joint Developers have granted an irrevocable Power of Attorney dated April 16, 2019, in favour of the Promoter to do all such acts, deeds and matter pertaining to the development of the Larger Land. The aforementioned Power of Attorney dated April 16, 2019, is duly registered before the Sub-registrar Kurla No. 4 vide no. KRL-4/4395 of 2019.
- N. The Joint Developers and the Promoter have after obtaining the requisite no objection from Ekta Society, Panchsheel Society and Vishwa Gautam Society, obtained amalgamated revised Letter of Intent dated October 27, 2020 bearing no. SRA/ENG/1290/MW/STGL/LOI from SRA, issued in the name of the Promoter and Joint Developers.
- O. The Promoter and the Joint Developers propose to construct a free sale residential building known as Sale Building No. 1 comprising of Sale Tower No. 1, 2, 3, 4 5 and 6 on the Larger Land.
- P. Out of the said six sale towers, Promoter and the Joint Developers propose to construct Sale Tower No. 1, Sale Tower No. 2 and Sale Tower No. 3 (hereinafter collectively referred to as “**said Towers**”) on a plinth admeasuring 4,123.84 square meters of the Larger Land and the area appurtenant thereto (hereinafter referred to as the “**said Land**”) and delineated in blue colour boundary lines on the plan annexed as **Annexure ‘1’**. The said portion of the Larger Land on which the Promoter and Joint Developers propose to construct the said Towers **is** more particularly described in the First Schedule hereunder written. Unless referred to individually the said Land and the said Towers are hereinafter collectively referred to as the “**Phase I**”.
- Q. The copies of the Property Register Card inter-alia in respect of the Larger Land are annexed hereto and marked as **Annexure ‘2’**. The Sale Building No. 1 inter-alia comprising of Sale Tower Nos. 1 and 3 shall consists of ground plus first to fourth upper part podium part residential floors plus fifth to twenty-three upper residential floors and Sale Tower No. 2 consist of stilt + first to fourth podium floors plus fifth to twenty-three upper residential floors along with the common amenities, facilities, infrastructure, recreation areas and such other services to be constructed on the said Land.
- R. The Promoter intends to develop the Phase I and construct the said Towers as a phase wise manner on the Larger Land and the Promoter further intends that each of the phases proposed to be developed on the Larger Land will be registered as a separate project with the Real Estate Regulatory Authority (“**RERA**”) under the provisions of the Act (defined below) and shall be treated as a separate project for the purposes of the Act.
- S. The Promoter has obtained from SRA (i) Intimation of Approval (“**IOA**”) inter-alia in respect of development of the Phase I forming part of Sale Building No. 1 bearing no..SRA/ENG/3360/MW/STGL/AP dated 27/10/2020; and (ii) Commencement Certificate (“**CC**”) for Sale Building No.1 vide letter bearing No. SRA/ENG/3360/MW/STGL/AP dated 27/10/2020 and the Promoter has in accordance with the plans approved / to be approved from time to time by the concerned authorities, commenced/is in the process of construction of the said Towers to be constructed on the said Land. A copy of the letter of issuance of said IOA bearing SRA/ENG/3360/MW/STGL/AP dated 27/10/2020 is annexed and marked as **Annexure “3”** to this Agreement and a copy of the said CC bearing SRA/ENG/3360/MW/STGL/AP dated 27/10/2020 is annexed and marked as **Annexure “4”** to this Agreement.

- T. The rights and entitlement of the Promoter and Joint Developers to undertake the redevelopment of the said Land is more particularly set out in Report on Title dated 9th March, 2021 issued by Mr. O.P. Dubey, Advocate High Court, in respect of the said Land. A copy of the aforementioned Report on Title is annexed hereto and marked as **Annexure “5”**.
- U. The Promoter has appointed Dot Architects as their Designing Architects & Liaisoning Architects, and Frame Structural Consultants as the Structural Engineer consultants for the preparation of the structural design and drawings of the Phase I. All concerned documents in respect of the same has been inspected by the Purchaser/s. The Promoter has registered the Phase I as a separate Project known as **“71 Midtown”** under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **“Act”**) and the rules made thereunder with RERA under serial no. **P51800028761**. An authenticated copy of the registration certificate granted by RERA, in respect of the Phase I, is annexed hereto and marked as **Annexure “6”**.
- V. The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title regarding the Larger Land, plans and designs, specifications, approvals and such other documents with respect to the Phase I as are specified under the Act, including but not limited to the following:
- (i) the common areas, facilities and amenities in the Phase I that may be usable by the Purchaser/s along with other purchasers in the Phase I and are listed in the **Annexure “7”** hereto (**“Common Amenities of the Phase I”**); and
 - (ii) specifications, fixtures, fittings, facilities and amenities inside the said Flat to be purchased by the Purchaser/s, as annexed at **Annexure “8”** hereto.
- W. The Purchaser/s has / have prior to the execution of this Agreement visited and inspected the site of construction of the Phase I and has at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoter to the said Land and after satisfying himself / herself / themselves / itself about the title of the Promoter thereto and the Purchaser/s having accepted the same, the Purchaser/s has / have entered into this Agreement with the Promoter and the Purchaser/s hereby agrees not to further investigate the title of the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoter to the Land at any time in future.
- X. The Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the Land and further in respect of the Flat (defined hereinbelow) and the Promoters’ right to construct, allot and sell various premises in the Phase I. The Purchaser/s confirms that the Purchaser/s waives his/her/their/its right to further investigate or raise any objection to the title of the Promoter to the Land or any part thereof.
- Y. The Purchaser/s is /are aware that the marketing collaterals provided by the Promoter to the Purchaser/s in respect of the Phase I contained materials / pictorial depictions in the nature of artists’ impressions and the same would differ on actual basis. The Purchaser/s undertakes not to raise any objections with respect to any difference in the Phase I from such marketing collaterals.
- Z. The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Phase I, as has been disclosed under the Act on the government portal /

website, presently being “<https://maharera.mahaonline.gov.in/>” or such other website, as the government may prescribe from time to time (hereinafter referred to as “**the Government Portal**”) and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the Occupancy Certificate in respect of each of the said Towers.

- AA. The Promoter has commenced development of the Phase I in accordance with the sanctioned plans.
- BB. The Promoter has informed the Purchaser/s that, the Promoter has the sole and exclusive rights to sell the flats and/or Shops in the Phase I and to enter into separate agreements with other purchasers for the sale / allotment of flats and/or Shops forming part of the Phase I and to receive the sale consideration in respect thereof.
- CC. The Purchaser/s being fully satisfied in respect of the title of the Promoter to the Land and all permissions, plans etc. and all the representations made by the Promoter and rights of the Promoter to develop the Land, has approached the Promoter and applied for allotment of Flat forming part of the Phase I being constructed on the said Land, hereinafter referred to as the “**Flat**” and more particularly described in the **Second Schedule** hereunder written. The said Flat forms a part of the free sale area/component, which the Promoter is entitled to sell to third parties, under the terms of the Second Joint Venture Agreement.
- DD. The Promoter has agreed to sell and allot to the Purchaser/s, the Flat on ownership basis and the Purchaser/s has / have agreed to purchase from the Promoter, the Flat for a Total Consideration as more particularly described in the Second Schedule hereunder written and on the terms and conditions as hereinafter appearing.
- EE. The Purchaser/s hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoter.
- FF. It is clarified by the Promoter that, the plans though approved by concerned authorities are tentative and are liable to be changed and / or revised or amended as per the requirements of the Promoter and / or as may be ultimately approved / sanctioned by SRA and other concerned public bodies and authorities. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser/s and this right of the Promoter is acknowledged and accepted by the Purchaser/s. In any event, the Purchaser/s hereby gives his/her/their/its irrevocable consent to any such revision / amendment to the plans sanctioned by SRA and other concerned public bodies and authorities and undertakes that he/she/they/it shall not raise objection to the same.
- GG. The rights of the Purchaser/s under this Agreement, unless otherwise specified, are restricted to the Flat only hereby agreed to be purchased by the Purchaser/s from the Promoter as stipulated herein.
- HH. Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Flat in favour of the Purchaser/s, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser/s alone.

- II. Relying upon the same as stated hereinabove, the Promoter hereby agrees to sell the Flat to the Purchaser/s and the Purchaser/s hereby agrees and undertakes to purchase the Flat as set out herein.

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

1. DEFINITIONS:

In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:

- a. **“Act”** means and includes The Real Estate (Regulation And Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Competent Authority from time to time;
- b. **“Agreement”** shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof;
- c. **“Approvals”** shall mean all licenses, permits, approvals, sanctions and consents obtained / to be obtained from the competent authorities to develop the Phase I and the Towers including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of plans (and any amendments thereto), approvals of the Ministry of Environment, Forest and Climate Change (**“MOEFCC”**), Central Government, Government of Maharashtra, MCGM, SRA and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the development of the Phase I by utilization and consumption of the available Floor Space Index (**“FSI”**) and the Transferable Development Rights (**“TDR”**) and fungible / premium FSI (by whatever name called) that may be loaded on the Phase I in accordance with the DCPR (as defined hereunder) for the development of all infrastructure on the Phase I;
- d. **“Allied Area”** shall mean the floor area of the deck, which is appurtenant to the net usable floor area of the residential Flat (if available in the Flat and if hatched marked in blue colour on typical floor plan annexed at Annexure ‘9’ to this Agreement), meant for the exclusive use of the Purchaser/s for the purpose of service and maintenance only. Allied Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Allied Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Allied Area.
- e. **“Carpet Area”** shall mean the net usable area of the Flat hatched marked in red colour on typical floor plan annexed at Annexure ‘9’ including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet Area is subject to tolerance of +/- 3 per cent on account of structural, design and construction

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

f. **“Common Amenities of the Phase I”** shall mean the common areas and common amenities, facilities, infrastructure, recreation areas and such other services as are available to all the residential occupants of the Phase I and more particularly listed in **Annexure “7”** annexed to this Agreement;

g. **“Contribution”** shall mean the amounts payable by the Purchaser/s in respect of the Flat towards maintenance charges of the Phase I, corpus fund, society formation and share application money, applicable Goods and Service Tax (**“GST”**), Common Amenities of the Phase I or any other charges for future facility as more particularly set out in **Annexure “10”**, to this Agreement;

h. **“Car Parking Space/s”** means an exclusive amenity attached to the Flat, if any, allotted by the Promoter hereunder;

i. **“DCPR”** shall mean Development Control and Promotion Regulations, 2034 as amended from time to time and such circulars, notifications, office orders, clarification or such explanations as may be issued by the Competent Authority;

j. **“Flat”** shall mean the flat in the Towers with the Carpet Area and Allied Area (if available) as specified in Second Schedule (with Flat shaded) annexed hereto as Annexure 9 (floor plan).

k. **“FSI”** means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying premium or otherwise) as defined under DCPR;

l. **“Liquidated Damages”** shall mean an amount equivalent to 5% (five percent) of the Total Consideration as defined in this Agreement;

m. **“Organisation / Apex Body / Association”** shall mean the Organisation / Apex Body / Association to be formed in the manner contemplated in this Agreement;

n. **“Other Charges”** means stamp duty, registration charges, scanning charges, interest on delayed payment by the Purchaser/s and any other miscellaneous charges including any additional/future premium / charge / levy / penalties / surcharge imposed by any authority.

o. **“Sanctioning Authorities”** means SRA, MCGM and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the development and construction of the Phase I.

p. **“Shops”** shall mean shops proposed to be constructed by the Promoter on the ground floor of the Sale Tower No. 1, Sale Tower No. 2 and Sale Tower No. 3;

q. **“SRA Act”** shall mean the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, the Rules as applicable and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Slum Rehabilitation Authority from time to time;

r. “**Taxes**” shall mean such taxes as may be imposed on the Total Consideration, Contribution, Other Charges including GST, LBT, MVAT or such other taxes as may be imposed by the concerned authorities;

s. “**TDR**” means Transferable Development Rights as defined under the DCPR;

t. “**Total Consideration**” shall mean the amounts payable/agreed to be paid by the Purchaser/s for purchase of the Flat only to the Promoter as set out in **Second Schedule** of this Agreement;

2. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

(i) any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

(ii) all statutory instruments or orders made pursuant to a statutory provision; and

(iii) any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.3 The expression “month” and “year” shall be to the calendar month and calendar year.

2.4 Reference to ‘days’ or ‘dates’ which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), LLP(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

2.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

2.9 Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

- 2.10 The words “include” and “including” are to be construed without limitation.
- 2.11 The Purchaser/s confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage as agreed between the Parties that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Purchaser/s. The Liquidated Damages is also arrived at having regard *inter alia* to the cost of construction, the cost of funds raised by Promoter, the ability or inability of Promoter to resell the Flat, among others. The Purchaser/s waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.12 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.
- 2.13 The Promoter and the Purchaser/s are hereinafter, for the sake of brevity and wherever the context so requires, individually referred to as “**Party**” and collectively referred to as “**Parties**”.

3. DISCLOSURES AND TITLE:

- 3.1 The Purchaser/s hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of its right, title and interest to the Land and the Purchaser/s has taken full, free and complete disclosure of the right, title and interest of the Promoter to the Land and the Purchaser/s has taken full, free and complete inspection of (i) all the information/disclosures that have been uploaded by the Promoter on the Government Portal under the provisions of the Act, and (ii) all relevant documents and has also satisfied himself / herself / itself / themselves of the particulars and disclosures of the following:-
- (i) nature of the right, title and interest of the Promoter to the Promoter, the development of the Phase I and the encumbrances thereon, if any;
 - (ii) the drawings, plans and specifications duly approved and sanctioned by the Sanctioning Authorities in respect of the Phase I, the Towers and the floor plan of the Premises;
 - (iii) particulars of fixtures, fittings and amenities to be provided in the Flat are more particularly mentioned in the **Annexure “8”** annexed hereto;
 - (iv) all particulars of the designs and materials to be used in the construction of the Flat and the Towers;
 - (v) the nature of the Organization to be constituted of the purchaser/s / acquirer/s of the flats/Shops in the Phase I;
 - (vi) the Approvals obtained and to be obtained in relation to the Towers / the Phase I;
 - (vii) the various amounts and deposits that are to be paid by the Purchaser/s including the Total Consideration, Contribution, Other Charges and Taxes;
 - (viii) nature of responsibilities of the Promoter under this Agreement;

- (ix) the nature of the right, title and interest of the purchasers of the flats in the Phase I;
- (x) the nature of the right, title and interest of the purchasers of the Shops in the Phase I; and
- (xii) the details of the scheme of the development of the Land, envisaged by the Promoter being in phased manner.

3.2 The Purchaser/s further confirms and warrants that the Purchaser/s has / have independently investigated and conducted its legal and technical due diligence and has satisfied himself/herself/themselves/itself in respect of the title of the Land as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Land and waives his/her/their/it's right to raise any queries or objections in that regard. The Purchaser/s further confirms that the Purchaser/s was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser/s further confirms that the queries raised by him/her/them/it with regard to the Flat, the Phase I, the Land and the terms hereof have been responded to by the Promoter. The Purchaser/s confirms that the Purchaser/s has / have been suitably advised by his/her/their advisor/s and well-wisher/s and that after fully understanding and accepting the terms hereof, the Purchaser/s has / have decided and agreed to enter into this Agreement. The Purchaser/s has / have accepted the right, title and interest of the Promoter and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter. The Purchaser/s hereby confirms that the Purchaser/s has / have agreed to purchase the Flat based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for any representations / commitments / details / information, not stated in this Agreement, provided by the real estate agent / broker / channel partner, of whatsoever nature.

3.3 It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be only restricted to the Flat agreed to be sold and such right will accrue to the Purchaser/s only on the Purchaser/s making full payment to the Promoter of the Total Consideration, Contribution, Other Charges and Taxes, strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof without any breach of the same. The Promoter has informed the Purchaser/s that the Promoter is developing the Phase I in phased manner and shall be entitled to develop/deal with remaining phases of the Phase I, open area/amenity area, without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever and the Promoter, shall be solely entitled to deal with such premises / benefits / rights / areas in remaining phases of the Phase I, open area/amenity area.

3.4 The Purchaser/s has/have been apprised and made aware and the Purchaser/s agree/s, acknowledge/s and confirm/s:

- (i) the development of the Phase I and remaining portion of the Larger Land is being undertaken in phased manner as a composite layout on such terms and conditions as the Promoter may deem fit and proper;
- (ii) the phase-wise development of the Phase I including the Common Amenities the Phase I and infrastructure of the Phase I will take substantial time for completion;

(iii) in the course of development of the Phase I, the Promoter shall be entitled to amend or substitute the Sanctioned Layout Plan (including the Common Amenities of the Phase I and infrastructure of the Phase I), plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with applicable laws and the Purchaser/s has / have accorded its consent to the Promoter for the same.

(iv) in the course of development of the Phase I, the Promoter shall be entitled to amend or substitute the Sanctioned Layout Plan (including the Common Amenities and infrastructure of the Phase I), plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with applicable laws and the Purchaser/s has / have accorded its consent to the Promoter for the same; and

(v) in the course of development of the Land, the Promoter shall be entitled to amend or substitute the Sanctioned Layout Plan (including recreation ground, open spaces and amenities), plans, floor plans (save and except the Flat), elevations and designs from time to time in accordance with applicable laws.

4. PLANS:

4.1 The Promoter has procured certain development approvals till date in respect of the Phase I and the Towers, which are uploaded on the Government Portal and shall procure and upload the balance approvals on the Government Portal from time to time. The Purchaser/s hereby consents and confirms that it shall be the sole responsibility of the Purchaser/s to review and visit the Government Portal from time to time to get regular updates on the development/construction approvals of the Towers and / or the Phase I and that the Promoter shall not be required to send any separate updates to the Purchaser/s herein.

4.2 The Purchaser/s acknowledges the right of the Promoter to amend / revise the plans and the lay out plans, in the interest of the development to be done in the Towers and / or the Phase I, subject to provisions of the applicable law and hereby accords its consent to the Promoter in respect of the same. If as per the provisions of the applicable laws, any consent of the Purchaser/s is / are required for change of layout plans/ plans of the Towers and/or the Phase I, then the Purchaser/s shall be deemed to have given such consent unless objected within a period of seven (7) days, from the date of the written intimation for such consent by the Promoter. The Purchaser/s hereby further confirms that it shall substantiate/provide specific reasons for raising any objection to any changes proposed by the Promoter to the layout plan/ plans/floor plan.

5. AGREEMENT:

5.1 The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s, the Flat (as defined herein) for the Total Consideration as stated in the **Second Schedule** hereunder written, subject to the terms and conditions mentioned herein or in the approvals issued or granted by the Sanctioning Authorities. As per the applicable laws, the number of car parking spaces approved in the Project is lesser than the total number of premises available for sale. Therefore, all the Purchaser/s shall not be allotted car parking spaces and the allotment of car parking spaces shall be as per the sole discretion of the Promoter.

5.2 The Purchaser/s hereby acknowledges that the location of the Car Parking Space/s, if any allotted, which has/have been allotted under this Agreement is/are

an exclusive amenity attached to the Flat, shall be finalized latest by the time possession of the Flat is handed over to the Purchaser/s and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser/s as one composite unit. The location of the Car Parking Space/s shall be decided by the Promoter solely at its discretion and the Purchaser/s shall have not raise any claim or dispute with respect to the same. It is hereby clarified that the Car Parking Spaces that will be identified by the Promoter shall be for the ease of systematic parking of vehicles and to avoid any confusion whilst parking vehicles by the purchasers of various units in the Towers / Phase I. The Car Parking Space if any allotted to the Purchaser/s, shall be earmarked by the Promoter and the same shall be heritable and transferable along with the Flat.

- 5.3 If any car parking space/s is allotted by the Promoter to the Purchase/s then : (a) the Promoter shall provide to the Purchase/s, permission to park the Purchase/s own vehicle and for no other purpose whatsoever; (b) the exact location and identification of such car parking space/s will be earmarked by the Promoter only upon completion of the Phase I in all respects; (c) the Purchase/s agrees and confirms that the car parking space/s is made available free of charge to the Purchase/s and the Total Consideration agreed to be paid under this Agreement is only for the Carpet Area of the Flat; and (d) the Purchase/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchase/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces.
- 5.4 The Purchase/s further agree/s and undertake/s that pursuant to formation and registration of the Organization, and admission of the Purchase/s thereto, the Purchase/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, of the Organization inter-alia in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Organization, for exclusive use thereof, along with rights of transferability in respect thereof.
- 5.5 The Purchase/s will be bound to abide with the rules and regulations as may be framed in regard to the car parking space/s by the Promoter and/or the Organization to be formed by all the allottee/s of premises in the Phase I and/or Apex Body of such Organization and shall pay such outgoings in respect of the said parking spaces as may be levied by such Organization/Apex Body to be formed by them.
- 5.6 The car parking spaces, allotted to the Purchaser/s, if any, shall be in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Phase I and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchase/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Purchase/s has/have no objection to the same. The Purchase/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchase/s hereby confirm/s that the Purchase/s has/have no objection to the same and that the Purchase/s shall not park his/her/their car/s at any place in the Phase I save and except as earmarked by the Promoter. The Purchase/s hereby agree/s and undertake/s that the

Purchase/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 Purchase/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising to the Promoter or the Organization, as the case may be.

6. PAYMENTS:

- 6.1 The Purchaser/s has / have paid to the Promoter a token amount out of the Total Consideration (the payment and receipt whereof, Promoter doth hereby admits and acknowledges and acquits, releases and discharges the Purchaser/s from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of the Total Consideration in the manner as more particularly set out in **Annexure “11”** hereto annexed, for the Flat only, time being of the essence of this Agreement.
- 6.2 Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deduction at Source, if any (“**TDS**”) as may be required under prevailing law while making any payment to the Promoter under this Agreement, shall be acknowledged/credited by Promoter only upon Purchaser/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.
- 6.3 Provided further that, if any such certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser/s, upon the Purchaser/s producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Flat to the Purchaser/s.
- 6.4 Time for payment of the aforesaid installments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser/s shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under the Act on all delayed payments.
- 6.5 The Purchaser/s is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax (“**GST**”) at the applicable rates on the Total Consideration of the Flat and on all other amounts payable under this Agreement or part thereof. The Purchaser/s hereby agrees to pay the applicable Taxes on the Total Consideration of the Flat and/or the Contribution and Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to the Promoter, if any, being the amount payable towards the Taxes as and when demanded by the Promoter. The Purchaser/s hereby also agrees to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter. The aforementioned conditions will form part and parcel of fundamental terms of this Agreement. It is further clarified that the estimated input tax credit of Goods and Services Tax (“**GST**”) (on pro rata basis) is already adjusted and appropriated in the determination of the Total Consideration as agreed herein. It is mutually agreed between the Parties that Purchaser/s will not claim any additional amount for input tax credit in future even if there is variation in the estimates versus actuals.

- 6.6 The Total Consideration is exclusive of Contribution, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser/s confirms and agrees that the Contribution, Other Charges and Taxes for the Towers and for the Phase I shall be solely borne and paid by the Purchaser/s and the Purchaser/s agrees to pay the same when due or demanded, without any demur, objection or set off. The Purchaser/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or vice versa on account of such liability arising out of non-payment of the aforesaid amounts by the Purchaser/s.
- 6.7 In addition to the above, the Purchaser/s shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities viz. gymnasium and other structures for the purpose of sports or recreation activities, etc. as provided in the Towers and / or the Phase I and permitted to be utilized by the Purchaser/s.
- 6.8 The Promoter shall not be liable to refund any amounts paid by the Purchaser/s towards tax deducted at source (TDS), local body tax (LBT), GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the Premises.
- 6.9 Notwithstanding, what is mentioned in this Agreement, it is hereby agreed by and between the Promoter and the Purchaser/s that the Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the adhoc non-interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Promoter, the Purchaser/s hereby agrees to forthwith pay the same to the Promoter within a period of seven (7) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoter and the Purchaser/s that, in the event if any GST, local body tax and/or any other tax by whatsoever name called is levied by the central or state government, local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser/s to the Promoter as mentioned hereinabove then, the same shall be solely borne and paid by the Purchaser/s alone.
- 6.10 The Purchaser/s hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser/s to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the Towers and/or the Phase I and/or any part or portion thereof and such share to be determined by the Promoter having regard to the area of each of the flat/unit/premises, etc. and the Purchaser/s shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoter under this Agreement

(including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Premises and/or the Land and/or any part or portion thereof. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at its sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Premises and/or the Land and/or any part or portion thereof payable by the Purchaser/s under this Agreement to the Promoter and/or its nominees and/or the competent authority.

6.11 It is specifically agreed that Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser/s that the Purchaser/s shall:

(i) make payment of the instalments as mentioned hereinabove, to Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;

(ii) observe all the covenants, obligations and restrictions stated in this Agreement; and

(iii) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser/s.

6.12 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.

6.13 The Purchaser/s hereby agrees and undertakes that he/she/they/it accords his/her/their/it's irrevocable consent that any payment made by the Purchaser/s to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

(i) firstly, towards Taxes and statutory dues in relation to the Flat and/or this Agreement;

(ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;

(iii) thirdly, towards interest on any delayed amounts payable hereunder;

(iv) fourthly, towards the Contribution and Other Charges; and

(v) finally towards Total Consideration.

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

6.14 All payments shall be made by the Purchaser/s within seven days of notice in writing by the Promoter to be given as hereinafter mentioned.

- 6.15 Time for payment is the essence of this Agreement. In addition to the Total Consideration, the Purchaser/s shall be liable to pay Contribution, Other Charges and Taxes as mentioned in this Agreement.
- 6.16 The Promoter shall confirm the final Carpet Area of the Flat that has been allotted to the Purchaser/s after the construction of the Towers is complete and the Occupancy Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of +/- 3%. The total price payable for the carpet area of the Flat shall be recalculated upon confirmation by the Promoter. If the total Carpet Area of the Flat reduces below than 3%, then the Promoter shall refund the excess money paid by Purchaser/s within forty-five (45) days with annual interest at the rate specified in the Act, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area of the Flat over and above 3%, then 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 at the proportionate rate per square meter, i.e. rate at which the Flat is sold to the Purchaser i.e. the Total Consideration in proportion to the Carpet Area of the Flat.
- 6.17 The Total Consideration is escalation-free. In the event, there is any escalation/increase, due to increase on account of development charges, taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/Government from time to time, then the same shall be collected from the Purchaser/s under the head of Other Charges. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / notice / letter published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments and the Purchaser/s shall pay the same to the Promoter as per the next milestone of the payment plan.
- 6.18 The Total Consideration to be paid by the Purchaser/s to the Promoter under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of/to the account of the Promoter, which account is detailed in the Second Schedule hereunder written, unless contrary written instructions are issued by the Promoter to the Purchaser/s requesting the Purchaser/s to deposit such amount in any other bank account. In case of any financing arrangement entered by the Purchaser/s with any bank or financial institution with respect to the purchase of the Flat, the Purchaser/s undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Total Consideration as due and payable to the Promoter on the respective due date/s as and when any of the milestone/s is completed as stated in Annexure 11 (the manner in which the balance sum of Total Consideration is payable by the Purchaser/s is not chronological and payment for any of the milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone), through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the Flat and shall be construed as a breach on the part of the Purchaser/s.

- 6.19 The payment towards the Contribution, Other Charges and Taxes shall be made by the Purchaser/s to the Promoter in accordance with the demand raised by the Promoter.
- 6.20 The Purchaser/s is /are aware that the Total Consideration is exclusive of the club house, development and amenities provided in the Phase I. The Purchaser/s hereby agrees to pay the amount as shall be demanded by the Promoter towards the club house, development charges and amenities before taking possession of the Flat and also the amount that will be payable by the Purchaser/s to the Promoter towards additional amenities (proposed to be constructed on the balance portion of the Larger Land) (if any provided). The Purchaser/s agrees that the aforementioned amount towards additional amenities (proposed to be constructed on the balance portion of the Larger Land) as presently ascertained by the Promoter is Rs. 70,000/- (Rupees Seventy Thousand only) and the same will be paid by the Purchaser/s to the Promoter within a period of fifteen (15) days from the date of demand raised by the Promoter without any delay and demur and the Purchaser/s agrees and confirm that he/she /it shall not dispute the payment of the same to the Promoter for any reason whatsoever. In the event, the Purchaser/s fails to make the payment of such additional charges towards additional amenities (proposed to be constructed on the balance portion of the Larger Land) then the Promoter/Organization, the Purchaser/s shall not be entitled to use such additional amenities proposed to be constructed on the balance portion of the Larger Land till such time such amount towards the additional amenities are being recovered from the Purchaser/s either in the form of debiting the same in the individual account to be maintained by the Promoter and to be handed over to the Organization or in such other manner as the Promoter may deem fit and proper.
- 6.21 The Purchaser/s hereby grants his/her/their/its irrevocable consent to the Promoter to securitize the Total Consideration and / or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser/s the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser/s for the Flat and any payment made by the Purchaser to the Promoter and / or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser/s under this Agreement to the extent of such payment.
- 6.22 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for any reason whatsoever, then the same shall be treated as default as contemplated hereunder and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the rate of interest as prescribed under the Act for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

7. RIGHTS OF THE PROMOTER:

- 7.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter to the Purchaser/s and the allotment of Car Parking Space/s (if any) as an exclusive amenity attached to the Flat and all other premises of the Promoter shall be the sole property of the Promoter and the Promoter shall be entitled to sell or deal with the same without

any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.

7.2 The Purchaser/s hereby grants his/her/their/it's irrevocable authority, permission and consent to the Promoter, that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the Towers / structures constructed in the Phase I, as the case may be.

7.3 The Promoter shall be at liberty and be entitled to amend the lay-out plan of the Land, the plans, other Approvals for, including but not limited to:-

(i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the Land; and

(ii) amalgamation of the Land with any adjoining plots of land.

The Purchaser/s and/or the Organization/Association/Apex Body shall not have any objection to the aforesaid and the Purchaser/s does / do and each of them doth, hereby grant his/her/their/it's irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.

7.4 It is hereby expressly agreed that the Promoter shall always be entitled to sell the Flats/Premises/Shops in the Towers / Phase I for the purpose of using the same for residence/retail as well as for such other user as may be permitted by the sanctioning authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser/s shall not object to the use of the Flat/Premises/Shops for the aforesaid purposes by the respective purchasers thereof.

7.5 Hereafter, if any, further FSI including fungible FSI by whatever name called is permitted to be utilized on the Land in accordance with the applicable law, the same shall inure to the benefit of the Promoter. If the FSI in respect of the Land is increased by the Sanctioning Authorities and/or additional construction is possible on the Land on account of transfer of development rights available for being utilized or otherwise and/or if the Sanctioning Authorities permits construction of additional floors/wing/towers or building/s, then in such an event, the Promoter shall be entitled to construct such towers/building by adding floors vertically or otherwise as per the revised plans. The Promoter shall be allowed to use such further FSI in any further phase for the development of the Phase I or development of the Larger Land or elsewhere, as may be decided by the Promoter at his sole discretion. The Purchaser/s expressly consents to the same as long as the total area of the Flat is not reduced.

7.6 The Promoter shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper (“**Project Management Agency**”) to manage the operation and maintenance of the Phase I including but not limited to the Towers, Common Amenities of the Phase I, STP's, garbage disposal system and such other facilities that the Promoter installs and intends to maintain for a period of at least 5 (five) years after the Phase I is fully developed and occupation certificate for the last of the Towers is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Promoter) for such remuneration/fee, (and escalation thereto) as may be applicable. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or

organization as may be necessary for effective, full and efficient management of the infrastructure and Common Amenities of the Phase I until the aforesaid period. It is hereby clarified that either the Promoter or the Project Management Agency shall have a right to recover the amounts from the various purchasers in the Phase I towards the maintenance and outgoings for upkeep and maintenance of the Towers and / or the Phase I. In such an event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoter, the Purchaser/s shall either directly pay the aforesaid project management fees to the Promoter or the Project Management Agency.

- 7.7 It is hereby clarified that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser/s, the Organization / Apex Body / Association for any act, deed, matter or thing committed or omitted to be done by the Project Management Agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in the course of such maintenance, management, control and regulation of the Phase I.
- 7.8 In the event of the Organization / Apex Body / Association (formed in accordance with the provisions of this Agreement) being formed and registered before the sale and disposal by the Promoter of all the premises in the Towers and/or the Phase I, the power and authority of the Organization so formed or that of the Purchaser/s and the purchasers of other premises in the Towers shall be subject to and shall not dilute the overall authority, control and right of the Promoter and Joint Developers in respect of any of the matters concerning the Towers and/or the Phase I, the construction and completion thereof and all the common amenities pertaining to the same. The Promoter and Joint Developers shall have the absolute authority and control as regards the unsold premises forming part of the Towers and/or the Phase I and the disposal thereof. The Promoter and Joint Developers shall be liable to pay only the municipal taxes, at actuals and maintenance charges equivalent to a sum of Rs. 500/- (Rupees Five Hundred only) per month for each unsold flat/premises, in respect of the unsold premises forming part of its entitlement in the Towers and/or the Phase I. In case the Organization is formed before the disposal by the Promoter and Joint Developers of all the premises then the Promoter and Joint Developers, shall at its option (without any obligation) join as a member in respect of such unsold premises, forming part of Promoter and as and when such premises are sold, the Organization shall admit such purchaser of such premises as the member/s without charging any premium/charges or extra payment.
- 7.9 Till the entire development of the Larger Land is completed, the Purchaser/s and/or Organization / Apex Body / Association shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas and/or roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other Common Amenities of the Phase I or the Larger Land as the case may be.
- 7.10 Subject to the provisions of the applicable laws, the Promoter shall be entitled to make variations/re-locations in water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, Common Amenities of the Phase I and their dimension as the Promoter deems fit.

- 7.11 In the event, the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the Carpet Area wherever applicable of the Flat or otherwise as may be determined by the Promoter under the head Other Charges. Non-payment of the same shall constitute a breach of this Agreement. Provided however, it is hereby clarified that the Promoter shall enclose the requisite notification / order / rule / regulation / letter / notice published / issued in that behalf along with the demand letter which will be issued by the Promoter and the Purchaser/s shall be liable to pay such amounts to the Promoter, within fifteen (15) days of such demand being made by the Promoter.
- 7.12 The Promoter shall be entitled to designate any spaces/areas in the Phase I, the Towers, or any part thereof for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the Flats/Shops to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as it may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of flats/Shops in the Phase I / Towers, as the case may be. The Promoter and their workmen / agents / contractors / employees and/or occupants of the neighboring towers/buildings and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Phase I, the Towers or any part thereof, as the case may be, without any restriction/obstruction/ inconvenience from the Purchaser/s.
- 7.13 The Promoter shall be entitled to sell the Shops in the manner as it may deem fit, however it is clarified that the Shops' purchasers shall have no right whatsoever in the Common Amenities of the Phase I, more particularly mentioned in **Annexures "7"** annexed hereto.
- 7.14 The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Land or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Purchaser/s hereby irrevocably consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the Phase I plans including the plans from time to time.
- 7.15 The Promoter shall be entitled to give portion of the Land on sub-lease or leave and license basis, to such third party service provider, for an electric sub-station, as may be required under the provisions of the applicable laws.
- 7.16 The Promoter shall until transfer / assignment of title in favour of the Organization / Apex Body / Association, have an irrevocable and perpetual right to put a hoarding on any part of any of the Towers in the Phase I including on the terrace and/or on the parapet wall and the aforesaid hoardings may be illuminated of neon signs/logos and for that purpose, the Promoter is fully authorised to put up temporary structures/erections for installation of cables, satellites, communication equipment, wireless equipment etc. The Purchaser/s agree/s not to object or dispute the same.
- 7.17 The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Phase I and/or the Towers, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Premises.

8. OBLIGATIONS OF THE PROMOTER:

- 8.1 The Promoter shall construct the Towers and the Phase I in accordance with the plans, designs and specifications, that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoter may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s, and as may be permissible under the provisions of the applicable laws and the Purchaser/s hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Promoter for carrying out construction as per the proposed plans and such changes in the plans as may be necessary for the effective fulfillment of the same. It is clarified that in the event, the final area of the Flat is more than the area agreed to be provided, the Purchaser/s agrees and undertakes to pay additional consideration to the Promoter for such excess Carpet Area of the Flat over and above 3%. The monetary adjustment for such excess Carpet Area shall be calculated by the Promoter and payable by the Purchaser/s at the same value of per sq.mtr. as stated in this Agreement and the Purchaser/s shall not object to the same. The price of the Flat is based on the price of the building materials such as cement, steel, bricks, timber etc. and labour charges ruling as on today, however, during the progress of work, increase in the price of any of these materials used in the construction work and/or labour charges takes place on account of any reason statutory or otherwise the cumulative effect of such increase as assessed by the Promoters' architect shall be debited to the Promoter's account who shall pay the same on demand. The decision of the Promoter in this regard shall be final and binding on the Purchaser/s. The increased incidents may be charged and recovered by the Promoter from the Purchaser/s with any one or more installments or separately. The Purchaser/s hereby agrees and undertakes to pay such amounts to the Promoter within seven (7) days from the receipt of the demand in writing in that regard, time being of the essence.
- 8.2 The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser/s, obtain from the concerned authority the occupation certificate in respect of the same.
- 8.3 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

9. LOAN AGAINST THE FLAT:

- 9.1 It is hereby further expressly agreed that if the Purchaser/s approaches / has approached any bank / financial institution / or any other lender (hereinafter referred to as "**Purchaser's Lender**") for availing of a loan in order to enable the Purchaser/s to make payment of the Total Consideration, Contribution, Other Charges and Taxes or part thereof in respect of the Flat to the Promoter and/or mortgaged / mortgages the Flat with the Purchaser's Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Purchaser's Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser/s to ensure the timely payment of the Total Consideration, Contribution, Other Charges and Taxes or the part thereof and/or the amounts payable hereunder. Further, the Promoter shall not be liable or

responsible for the repayment to the Purchaser's Lender of any such loan amount or interest thereon or any part thereof taken by the Purchaser/s. All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the Purchaser's Lender shall be solely and exclusively borne and incurred by the Purchaser/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, Other Charges and Taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Premises to which the Purchaser/s has / have no objection and hereby waives his/her/their/its right to raise any objection in that regard.

9.2 The Purchaser/s hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser/s, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Promoter and the Purchaser's Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser/s to inform the Organization about the lien/charge of such Purchaser's Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

9.3 Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser/s to pay the installments of the Total Consideration as and when due, as and when any of the milestones as stated in Annexure 11 is completed (the manner in which the balance sum of Total Consideration is payable by the Purchaser/s is not chronological and payment for any of the milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone) under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the Total Consideration irrespective of the fact that the Purchaser/s has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Purchaser/s has / have applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein.

9.4 The Purchaser/s shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors, assigns and administrators may suffer or incur by reason of any action that the Purchaser's Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser/s hereby agrees and undertakes that the Promoter shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Purchaser/s further undertakes to reimburse the same to the Promoter without any delay, default or demur.

10. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:

10.1 On the Purchaser/s committing three (3) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser/s

to the Promoter under this Agreement (including the Purchaser's share of Contribution, Other Charges and Taxes as mentioned hereinabove) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.

- 10.2 Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s fifteen (15) days prior notice in writing at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a period of fifteen (15) days as provided in such cure notice. It is hereby clarified that, this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser/s till such termination after deducting therefrom (i) Liquidated Damages, (ii) any interest on delayed payments, (iii) brokerage paid by the Promoter at actuals towards the sale of the Flat, and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Purchaser/s (collectively referred to as the "**Recovery Amounts**"). In the event, the Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Purchaser/s as an independent claim.
- 10.3 Provided further that, the Promoter shall not be liable to refund to the Purchaser/s any Taxes and Other Charges paid by the Purchaser/s under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoter to the Purchaser/s only out of the sale proceeds arising out of the re-allotment / sale of the Flat to a third party. The Promoter shall be refunding the said amount to the Purchaser/s within thirty (30) days from the date of receipt of intimation from the Promoter that it has re-sold/re-allotted the Flat to a third party provided the Purchaser/s executes a Deed of Cancellation in respect of the Flat with the Promoter and hand over of originals of all the documents executed in respect of the Flat including the Agreement for Sale, to the Promoter. The Promoter shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement for Sale, without any reference/recourse to the Purchaser/s and the only claim that the Purchaser/s shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 hereinabove.
- 10.4 In the event, the Promoter informs the Purchaser/s that it is unable to undertake the construction work of the Phase I due to force majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser/s decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Purchaser/s till then (excluding the Taxes deposited with the government) within thirty (30) days from the date on which the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over of originals of all the documents executed in respect of the Flat including the Agreement for Sale to the Promoter. The Purchaser/s hereby agrees and acknowledges that upon termination, the

Purchaser/s shall not have any further claim against the Promoter, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Flat and allot as an exclusive amenity of Car Parking Space/s attached to the Flat (if any) to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.

10.5 It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clauses 10.3 or 10.4 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser/s or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter or against the Flat. The Promoter shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser/s and the only claim that the Purchaser/s shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 hereinabove.

10.6 If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Purchaser's Lender against the security of the Flat subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such Purchaser's Lender and resale of the Flat by the Promoter stating that the Purchaser/s has / have cleared the mortgage debt. On receipt of such letter from the Purchaser's Lender, the Purchaser/s shall be (subject to what is stated in Clause 10.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Flat excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser/s has / have applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

10.7 All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

11. FIXTURE/FITTINGS AND COMMON AMENITIES:

11.1 The Flat shall comprise of fixtures, fittings, facilities and amenities as more particularly mentioned in **Annexure "8"** annexed hereto.

11.2 The Common Amenities and Facilities of the Phase I as more particularly mentioned in **Annexure "7"** annexed hereto, shall be used and enjoyed by all the residential occupants of the Phase I.

11.3 Prior to execution hereof, the Promoter has furnished to the Purchaser/s, the sanctioned floor plans (annexed hereto and marked as **Annexure "9"**).

12. POSSESSION:

- 12.1 The possession of the Flat shall be offered by the Promoter to the Purchaser/s after the Flat is ready for occupation and use and after the occupation certificate/part occupation certificate in respect of the Flat is obtained provided all the amounts towards the Total Consideration, Contribution, Other Charges and Taxes, due and payable by the Purchaser/s under this Agreement are duly paid by the Purchaser/s. The Promoter shall endeavour to offer possession of the Flat to the Purchaser/s by the date as more particularly mentioned in the **Second Schedule** hereunder written, subject to a grace period of twelve (12) months and further subject to force majeure events and other factors as specified herein. Provided however, it is hereby clarified and agreed by the Purchaser/s that in the event, even after receipt of occupation certificate, if the government authorities are unable to provide necessary infrastructure facilities owing to shortage of such infrastructure, then, the Promoter shall not be held liable in any manner whatsoever including to provide such infrastructure facilities to the Phase I. The Purchaser/s hereby expressly confirms that the Purchaser/s shall not raise any objection in that regard and shall accept possession of the Flat from the Promoter. The Promoter has informed the Purchaser/s that in such event, the Promoter shall make alternate arrangements for water supply through tankers for the sake of convenience of the purchasers in the Phase I. The Purchaser/s hereby agrees to bear such expenses incurred for the alternate arrangements as aforesaid, which shall be charged proportionately in the monthly maintenance bill until the water connection is received from the concerned authority. The Purchaser/s hereby acknowledges that the water connection from the concerned authority shall be subject to availability and the rules, regulations and bye-laws of the concerned authority and agrees not to hold the Promoter responsible and liable for the same.
- 12.2 If the Promoter fails or neglects to give possession of the Flat to the Purchaser/s on the above referred date (subject to grace period of twelve (12) months and force majeure and other events as mentioned herein) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser/s shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall refund to the Purchaser/s the amount of Total Consideration paid till such termination excluding the Taxes and Other Charges that may have been received by the Promoter from the Purchaser/s as instalments in part payment in respect of the Flat. In addition to refund of such amounts by the Promoter to the Purchaser/s, the Promoter shall also pay to the Purchaser/s, interest at the rate as may be prescribed under the Act from time to time from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Promoter shall refund the above mentioned amount within a period of thirty (30) days from the date on which the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over of originals of all the documents executed in respect of the Flat including the Agreement for Sale to the Promoter. The Purchaser/s hereby agrees and acknowledges that upon termination, the Purchaser/s shall not have any further claim against the Promoter, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Flat and allot as an exclusive amenity attached to the Flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.
- 12.3 Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the Towers is delayed on account of:

- (i) force majeure;
- (ii) stay or injunction order affecting the development of the Larger Property/Phase I/Towers by any court of law, tribunal, competent authority, statutory authority, or any amendments to the applicable law, etc.;
- (iii) non-availability of steel, cement, other building material, water or electric supply;
- (iv) non-payment or delayed payment of installments by the Purchaser/s;
- (v) labour problems, shortage of water supply or electric power or by reason of any war, pandemic, epidemic, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, Licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter;
- (vi) election code of conduct;
- (vii) any change in the DCPR;
- (viii) any additional grant of FSI / TDR which may entail increasing the number of floors;
- (ix) economic hardship;
- (x) delay in receipt of documents and/or approvals;
- (xi) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, or its agent or not directly attributable to any wilful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Towers including the Premises and the Phase I.

For the purpose of this Agreement the expression “**force majeure**” shall include any natural calamity, pandemic, epidemic, act of God, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, typhoon, tornado, tsunami, draught, subsistence, structural damage, other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

- 12.4 Subject to aforesaid events, if construction of the Towers (with part/full occupation certificate) is not completed even within stipulated time period as mentioned in Clause 12.1 hereinabove, then by the end of such time period, the Purchaser/s shall be entitled to opt for an exit from this Agreement. If the Purchaser/s decide/s to opt for an exit, the Promoter shall be required to refund to the Purchaser the Total Consideration paid by the Purchaser/s to the Promoter till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under the Act from time to time, within period of thirty (30) days from the date on which the Purchaser/s executes and registers a Deed of Cancellation in respect of the Flat with the Promoter and hands over of originals of all the

documents executed in respect of the Flat including the Agreement for Sale to the Promoter. It is hereby clarified that on the occurrence of the aforesaid events as mentioned in Clause 12.3 hereinabove, the Purchaser/s shall not be entitled to claim any interest / damages / compensation whatsoever.

12.5 Upon possession of the Flat being delivered to the Purchaser/s, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the Flat, other than structural defect liability as per the provisions of the Act.

(i) It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other allottees of the adjoining premises in the Phase I and/or other Purchaser/s of Phase I and/or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/s and/or any other allottee/person in the Phase I and/or the Larger Land. The Purchaser/s is/are aware that the said Towers is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural membranes or the construction of any new wall or structural member may adversely impact the said Towers at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/s/the Organization/ the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

(ii) The Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat and in specific any alteration to the structure of the Towers, which shall include but not limited to alteration to columns, and beams of the Towers. The Purchaser/s shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said Flat, which may result in leakage and/or seepage of the water. If any of such work is carried out, without the written consent of the Promoter, then the defect liability of the Promoter shall automatically become inoperative. The word "defect" herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said Flat / Towers by the Purchaser/s or other occupants/Purchaser/s of Phase I;

(iii) The Purchaser/s has/have been made aware and that the Purchaser/s expressly agree that the regular wear and tear of the said Flat / Towers includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect

12.6 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Land or the Towers or any part thereof.

12.7 The Purchaser/s agrees that the return of the payment mentioned in Clauses 10.3, 12.2 and 12.4 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes and waives any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 12.8 Upon receipt of the occupation certificate the Promoter shall give a written intimation to the Purchaser/s calling upon the Purchaser/s to pay the balance Total Consideration, Contribution, Others Charges and Taxes, within fifteen (15) days of such notice. Upon receipt of the aforesaid amounts from the Purchaser/s the Promoter shall call upon the Purchaser/s to take possession of the Flat and the Exclusive Area within fifteen (15) days of the Promoter giving such written notice to the Purchaser/s. Upon the expiry of the said period of fifteen (15) days, it shall be deemed that the Purchaser/s has / have taken possession of the Premises and the Premises shall be at the risk of the Purchaser/s (irrespective of whether possession of the Premises is actually taken by the Purchaser/s or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Premises. It is agreed that irrespective whether possession of the Premises is actually taken or not by the Purchaser/s, the Purchaser/s shall be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Premises, all rates, property taxes, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, security personnel, sweepers, electricity, gas, water-tanker charges, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Towers / Phase I. The Purchaser/s shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter. The Purchaser/s shall be liable to pay holding charges being an amount of Rs. 100/- (Rupees Hundred only) per square feet of the Carpet Area of the said Flat per month from the Date of Offer of Possession till such time the Purchaser/s takes the possession of the said Flat, in addition to all balance consideration, other charges and taxes payable as mentioned herein.
- 12.9 The Purchaser/s shall, prior to taking possession of the Premises examine and satisfy himself/herself/itself with the area of the Premises and the said amenities / fixtures provided in the Flat. Thereafter, the Purchaser/s shall have no claim against the Promoter with respect to the Premises or any other Common Amenities of the Towers or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.
- 12.10 Provided that, if within a period of five (5) years from the date of receipt of occupancy permission with respect to the Flat from the statutory authorities (“**Defect Liability Period**”), if the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat within such period of five (5) years, then, wherever possible such defect shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defect or damage, then the Purchaser/s shall be entitled to receive from the Promoter reasonable monetary compensation for such defect or damage as decided by the Promoter. The word “defect” herein shall mean only the manufacturing and workmanship defect caused on account of wilful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said Flat / Towers by the Purchaser/s or other occupants/Purchaser/s of Phase I. Where the manufacturer’s warranty as shown by the Promoter to the Purchaser/s expires before the aforesaid period of five (5) years and such warranty is covered under the maintenance of the Flat / Phase I and if the annual maintenance contracts are not renewed by the Purchaser/s / Organization, then the Promoter shall not be responsible for any such defects occurring during the aforesaid period of five (5) years;

- 12.11 Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser/s or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Premises other than for its intended purpose or such other reasons attributable to the Purchaser/s, then the Promoter shall not be liable for the same.
- 12.12 It is expressly agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used in the Flat / Towers, keeping in mind the obligation of the Purchaser/s to maintain the Flat and the Towers in a good and a tenable condition from the date the possession of the said Flat is offered to the Purchaser/s as is set out in this Agreement.

13. ORGANIZATION / APEX BODY / ASSOCIATION:

- 13.1 In accordance with the provisions of the Act, the Promoter shall in respect of the flats of the Phase I at its own discretion may form within a period of one year, either:-
- (i) a separate Organisation of the purchasers of residential flats and Shops in each of the Towers of the Phase I; or
 - (ii) a common Organization of the purchasers of the residential flats and Shops for the Phase I; or
 - (iii) a common Organization of the purchasers of the residential flats and Shops for a cluster of more than two Towers in the Phase I.
- 13.2 In accordance with the provisions of the Act, the Promoter may form one or more separate Organization/s of the purchasers of the Shops in the Phase I.
- 13.3 The decision of the Promoter as to which documents will be executed for transferring and vesting the title in respect of the Organization / Apex Body / Association shall be conclusive, final and binding on the Purchaser/s (both flats and Shops) and the Organization/Apex Body/Association.
- 13.4 The name of the Organization/Apex Body/Association shall be solely decided by the Promoter. The Promoter shall be entitled to and may change the name of the Organization/Apex Body/Association once or more than once on or before obtaining completion certificate for the Phase I. However, the name of the said Phase I and /or the said Towers shall not be changed by the Organization/Apex Body/Association without prior written consent of the Promoter.
- 13.5 The Purchaser/s and the purchasers of the other premises shall join in the formation and registration of the Organization (formed either in terms of Clauses 13.1 (i) or (ii) or (iii)) and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign the same at the office of the Promoter within fifteen (15) days of the Purchaser/s being called upon by the Promoter so as to enable the Promoter to register the Organization of the premises purchasers under the appropriate statute. No objection shall be taken by the Purchaser/s if any

changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.

- 13.6 It is agreed and understood by the Parties that the Promoter may within six (6) months from the date of receipt of full occupation certificate of the last of the Towers in the Larger Land, in its sole discretion form and register an apex organisation/association (“**Apex Body/Association**”) comprising of the various Organisations formed in respect of the various Towers forming part of the Phase I for the purpose of proper management, maintenance, regulation and control of the infrastructure and Common Amenities of the Phase I and for such other purposes as the Promoter may decide. The Organizations becoming members of the Apex Body/Association will proportionately contribute towards expenses that will be common expenses of the Apex Body/Association.
- 13.7 The Purchaser/s shall make his/her/their/it’s contribution as may from time to time be required to be made to the Organization formed for the purpose of the Towers in which the Flat is agreed to be allotted for enabling such Organization to pay its contribution to the Apex Body for the aforesaid purpose.
- 13.8 The Purchaser/s shall at the time of taking possession of the Flat from the Promoter pay to the Promoter amounts as more particularly mentioned in **Annexure “10”** to this Agreement. On formation of the Organization/Apex Body, save and except club house, development charges, amenities charges, water meter and electricity charges all other amounts stated in **Annexure “10”** to this Agreement shall be handed over to the Organization/Apex body. The amounts mentioned in **Annexure “10”** towards corpus money to this Agreement, shall be used as corpus and interest earned thereon shall be utilized by the Promoter and thereafter by Organization / Apex Body for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security etc. In case it is so required the corpus may also be used by Promoter / Apex Body at their discretion for any other purpose. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their/its Organization as may be determined by his/her/their/its Organization to be paid to Apex Body as aforesaid.
- 13.9 The Purchaser/s and the person/s, to whom the Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Organization / Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers of premises / units / flats in the Phase I.
- 13.10 It is however agreed that the Promoter shall have complete discretion and/or option either to cause the statutory authorities to execute Deed of Lease/Deed of Conveyance of the Towers (without the basement and podiums) and the said Land in favour of the Organization/Apex Body. Further the Promoter and Joint Developers shall cause the statutory authorities to execute such Deed of Lease/Deed of Conveyance in respect of the Towers (without the basement and podiums), within a period of 18 (eighteen) months from the date of receipt of Occupation Certificate in respect of the last Tower on the said Larger Land, and till then, the Promoter and Joint Developers shall not be bound, liable, required to cause to execute any document in favour of the Organization / Apex Body / Association and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

- 13.11 Further execution of such Deed of Lease/Deed of Conveyance, as stated hereinabove shall be subject to the Promoter's right and entitlement to:
- (i) utilize, consume, load etc. entire FSI, potential, yield of the Larger Land and /or TDR;
 - (ii) complete the construction of the Towers and all other buildings on the Larger Land;
 - (iii) sell all the premises, etc. and receive all the amounts from the Purchaser/s including the Total Consideration from the Purchaser/s hereof alongwith the lease premium payable as per the applicable laws; and
 - (iv) complete the development of the Larger Land and construction of the buildings/towers thereon.
- 13.12 It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the Larger Land, the Promoter shall at its discretion be entitled to form such number of Society's/ Condominium/ Company and/or its respective independent association / committee.
- 13.13 The Purchaser/s shall at no time demand partition of the Towers and/or said Land etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 13.14 It is hereby clarified that, the purchasers of the Shops shall have no right to use the Common Amenities of the Phase I. It is hereby clarified that the owners/occupants of the Shops shall have only a right of ingress and egress to their respective Shops and the Purchaser/s along with other purchasers of the residential flats in the Phase I shall not object to the same. The owners/occupants/agents of the Shops, shall be entitled to access their Shops during the day and night at all times, at their sole discretion.
- 13.15 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organization (formed either in terms of Clauses 13.1 (i) or (ii) or (iii) above) on its formation and the additions, alterations and amendments thereof that may be made from time to time for safety, protection and maintenance of the Towers and/or the Phase I and the premises therein and for the performance and observance of Towers rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organization regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.
- 13.16 The Promoter shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold flats/units in the Towers, if any.
- 13.17 Post formation of the Organization, the Purchaser/s shall be responsible for the operation and management and/or supervision of the Towers and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 13.18 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Organization, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by

the Organization and its members/intended members including the Purchaser/s, as the case may be, and the Promoter shall not be liable toward the same.

13.19 Declaration to be submitted under the applicable laws or other documents in favour of the Organization shall *inter alia* contain the following:

- (i) the Organization shall admit purchaser/s of the premises comprised in the Phase I as its member without charging any additional amount;
- (ii) the obligation of the Organization to pay the share of taxes in respect of all tax assessments, dues, cesses and outgoings, in respect of the Towers and/or the said Land and/or any portion thereof;
- (iii) confirmation of all the rights of the Promoter under this Agreement; and
- (iv) confirmation and acceptance of all the obligations of the Purchasers under this Agreement.

13.20 The Purchaser/s shall, along with other purchaser of premises/units/flats in the Towers, join in forming and registering the Organization in which the Purchaser/s of the premises in the Tower/s alone shall be joined as members.

14. COMMON AMENITIES OF THE PHASE I:

14.1 It is expressly agreed that the Purchaser/s shall be entitled to the Common Amenities of the Phase I as more particularly mentioned in **Annexure "7"** annexed hereto subject to the payment of maintenance charges as more particularly mentioned in **Annexure "10"** annexed hereto before taking possession of the Flat. It is clarified that since the Phase I is a large project with various amenities and facilities, the Common Amenities of the Phase I to be provided as set out in **Annexure "7"** hereto, shall also be constructed and provided in a phased manner, at the sole discretion of the Promoter and are subject to sanction by the concerned authority. It is hereby agreed that, the Common Amenities of the Phase I, as set out in **Annexure "7"** hereto along with such further areas, amenities and facilities so identified and earmarked by the Promoter during the course of completion of the development of the Phase I shall be construed as Common Amenities of the Phase I. It is hereby clarified that upon completion of the Common Amenities of the Phase I the Purchaser/s shall be liable to pay the proportionate maintenance charges for the same.

14.2 Till the formation and transfer of the title of the Promoter and Joint Developers in favour of the Organisation / Apex Body / Association, the Promoter has informed the Purchaser/s that the Purchaser/s and all the other members of the Organization shall and pay to the Promoter: (i) proportionate property tax/municipal tax, levies, cess in respect of the Phase I, (ii) maintenance charges for the Common Amenities of the Phase I, and (iii) maintenance charges for the common area maintenance charges in respect of the infrastructure and Common Amenities of the Phase I.

14.3 In the event the Promoter decides to amend the plans for the Towers/Phase I, consequently leading to change in Common Amenities of the Phase I, the Purchaser/s consents to such change and waives his/her right to raise any claim or dispute regarding the same. The Purchaser/s consents to the allowing the residential occupants of other projects to use and enjoy the Common Amenities of the Phase I, subject to the Promoter intimating/informing the Organisation and/or the purchasers of the Towers about the same.

- 14.4 It is hereby expressly agreed by the Purchaser/s that the monthly maintenance charges of Common Amenities of the Phase I will be compulsorily payable irrespective of whether the Purchaser/s and his/her associate members use the Common Amenities of the Phase I or not.
- 14.5 The Purchaser/s shall abide by the rules, regulation(s) for usage of Common Amenities of the Phase I as may be framed in this regard by the Promoter/Organization/Apex Body as the case may be.
- 14.6 The Purchaser/s is well aware that the Common Amenities of the Phase I including the club house facilities in all respects shall be ready only at the time of completion of the entire development of Phase I as envisaged by the Promoter. The Purchaser/s shall not raise any claim or compensation in respect of non-availability of any of the Common Amenities of the Phase I till completion of the entire development of the Larger Land as envisaged by the Promoter.

15. COVENANTS BY THE PURCHASER/S:

- 15.1 The Phase I, logo of the Promoter and the Towers name shall not be changed at any time by the Purchaser/s or the Organization without the prior written consent of the Promoter. Upon and after receipt of occupation certificate, the Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for residential purposes and shall use the car parks if allotted for the purpose of parking the Purchaser's own vehicle only. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser/s agrees not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser/s shall render this Agreement voidable at the option of the Promoter and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.
- 15.2 It is agreed that until the date the Promoter offers possession of the Premises to the Purchaser/s and the Promoter receives the Total Consideration, Contribution, Other Charges and the Taxes (as mentioned herein) from the Purchaser/s, the Purchaser/s shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement for a period of 36 (thirty-six) months in favour of any third person/party ("**Lock-in Period**"). The Purchaser/s acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser/s agrees to abide by the same. In the event, the Purchaser/s assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoter shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause 10 hereinabove shall follow.
- 15.3 Until the transfer / assignment of only the structure of the flats in the Phase I to the Organization (formed in accordance with provisions of Clauses 13.1 (i) or (ii) or (iii)) and subsequent to the Lock-in-Period, if the Purchaser/s wants to sell, transfer, assign and convey all his/her/their right, title and interest in the Premises, then the Purchaser/s shall be entitled to do so, provided the same is done through the Promoter (with a view to maintain price parity for the Phase I). In such a scenario, the Promoter shall assist the Purchaser/s to transfer, assign and convey all his/her/their right, title and interest in the Premises and for such services so provided by the Promoter to the Purchaser/s, the Purchaser/s agrees and undertakes to pay to the Promoter such amount as facilitation charges in this regard as decided by the Promoter from time to time, along with applicable GST on such facilitation charges. The Purchaser/s hereby agrees that such transfer shall

be subject to the terms and conditions as mentioned herein and shall ensure that the new purchaser shall abide by the terms and conditions of this Agreement.

15.4 The Purchaser/s is / are aware that the marketing collaterals provided by the Promoter to the Purchaser/s in respect of the Phase I contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser/s undertakes not to raise any objections with respect to any difference in the Phase I from such marketing collaterals.

15.5 The Purchaser/s with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows: -

(i) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date the possession of the said Flat is offered to the Purchaser/s including but not limited to taking of due care of the joints in the tiles installed in the said Flat by regularly filling white cement/epoxy therein, so as to prevent water seepage from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Towers / Phase I, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Towers/Premises or part thereof;

(ii) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the said Flat and/or construction of the Towers or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Towers including the entrance thereof. In case any damage is caused to the Premises or the Towers on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and to rectify damage at his/her/their costs;

(iii) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain in the same condition, state and order in which it was delivered by the Promoter and not to do or suffer to be done anything in the Premises or the Towers which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser/s committing any act, in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(iv) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the principal or load bearing walls/floors, elevation and outside colour scheme of the Towers and to keep intact pillars, beams, slabs, dividing walls, the portion, sewers, drain pipes, as also the entrances and exits, as presently configured, in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Towers and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Premises;

(v) not to do or permit to be done any act which may render void or voidable any insurance of the Larger Land and the construction thereon, as the case may be, or the Towers or the Phase I or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

(vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Phase I;

(vii) to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, interests, penalties, surcharge, water charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEFCC and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Premises or otherwise;

(viii) to bear and pay all past, present and future taxes, interests, penalties, surcharge, and such other levies, if any, which may be imposed with respect to the construction on the Phase I and/or any activity whatsoever related to the Premises by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;

(ix) to permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the Project Management Agency and its employees, at all reasonable times, to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Towers or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Premises for the benefit of the Towers or the Phase I. The Purchaser/s shall not obstruct or hinder the Promoter and/or the Project Management Agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser/s shall rectify and make good all defects, within fifteen (15) days from the date of receipt of a written notice from the Promoter in that regard;

(x) the Purchaser/s shall not without the prior written consent of the Promoter let, sub-let, grant leave and license or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated the Promoter and obtained its prior consent in writing in that behalf;

(xi) not to close or permit to be closed chajjas or balconies or any such areas which are appurtenant to the Flat (if any)/ Towers or change the external colour scheme or the pattern of the colour of the Towers;

(xii) not to change exterior elevation or the outlay of the Towers and / or the Flat;

(xiii) not to install/construct/erect water storage tank/s in the Premises;

(xiv) save and except a name plate of the Purchaser/s, not to affix/install any sign, name or display boards, or any hoardings or neon lights out or about the Flat,

the Towers and/or in any part of the Phase I, without the prior written permission of the Promoter and/or the Organization, as the case may be;

(xv) not to cover or enclose in any manner whatsoever, the open terrace/s, the Allied Area/ the open balcony/balconies or chajjas or ducts or other open space/s (if any) forming a part of or appurtenant to the Flat. If the Purchaser/s desires to affix/install grills to the windows of the Flat, or grill/s or safety door/s to the main door of the Flat, then the Purchaser/s shall obtain the prior written permission of the Promoter and/or the Organization, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Promoter and/or the Organization, as the case may be, in that regard. It is further clarified that any such act by the Purchaser/s to cover the open terrace/s, the Allied Area/ ducts/ the open balcony/balconies or chajjas or other open space/s (if any) shall be at the sole risk and responsibility of the Purchaser/s as to costs and action if any by the authorities / Organization;

(xvi) not to construct/erect any brick or masonry wall / partition / loft / mezzanine in the said Flat or to make any other structural additions or alterations of a temporary or permanent nature therein and/or in the common areas of the said Towers;

(xvii) not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat / the Towers / or any part thereof in any manner whatsoever;

(xviii) not do or suffer to be done anything on the Phase I / Flat / Car Parking Space/s which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

(xix) not to demand partition of the Purchaser/s interest in the said Land, it being expressly agreed, understood and confirmed by the Purchaser/s that the Purchaser's interest therein is impartible, and not to demand any sub-division of the Flat or the said Land or any part thereof;

(xx) not to encroach upon or make use of any portion of the Towers/Phase I not agreed to be acquired by the Purchaser/s and not to dry clothes or hang anything on the external railing of said Flat including the Allied Area /balcony/terrace/ducts. On account of negligence or default of the Purchaser/s 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 penalty amounting to Rs.5000/- (Rupees Five Thousand Only) to the Promoter and/or the Common Legal Entity (which may be formed as stated herein) (after formation) each time the Purchaser/s defaults and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;

(xxi) the Purchaser/s agrees not to make any claim or complaint on account of any inconvenience on account of any nuisance, obstruction of air, light, noise etc., interference or impediment being caused to the Purchaser/s on account of phase wise development of the Phase I being undertaken by Promoter after possession of the Premises have been handed over by Promoter to the Purchaser/s;

(xxii) the Purchaser/s agrees and confirms that the Car Parking Space, if allotted to him/her/them/it shall stand automatically cancelled in the event of cancellation,

surrender, relinquishment, resumption, re-possession etc. of the Flat, in accordance with the terms of this Agreement;

(xxiii) the Purchaser/s agrees that in the event the Purchaser/s sells the Flat to any person or party, subject to what is stated in this Agreement then in that event the rights hereunder in respect of the Car Parking Spaces, if allotted herein, shall stand transferred to such intending purchaser;

(xxiv) the Purchaser/s further expressly agrees that, he/ she/ they / it shall pay such maintenance charges of the Car Parking Spaces, as may be decided by the Promoter / Organization / Apex Body / Association, which may further increase from time to time;

(xxv) the Purchaser/s shall permit the Promoter and its Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Promoter to the Purchaser/s, to enter upon the Flat to view and examine the state and condition thereof and execute any works required therein;

(xxvi) the Purchaser/s shall not at any time do any work in the Flat, which would jeopardize the soundness or safety of the Towers or any part thereof or prejudicially affect the same;

(xxvii) irrespective of a dispute, if any, arising between the Promoter and the Purchaser/s and/or the any Organization / Apex Body / Association or body formed in accordance with the provisions of this Agreement, all amounts, contribution and deposits including amounts payable by the Purchaser/s to the Promoter under this Agreement shall always be paid punctually to the Promoter and shall not be withheld by the Purchaser/s for any reasons whatsoever;

(xxviii) the Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the Towers or any part thereof;

(xxix) the Purchaser/s may be permitted/ allowed to commence interior works in the Flat only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this Agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the interior works in the Flat, the Purchaser/s shall give to the Promoter / MCGM / SRA, in writing, the details of the nature of interior works to be carried out and the Promoter will be entitled to make changes thereto in a reasonable manner and all interior works shall comply with the terms of this Agreement and any other undertaking to be given by the Purchaser/s in this regard to the Promoter. In case of any damage or wear and tear to the Flat and/or the Towers of any nature whatsoever, the Purchaser/s will be solely liable and responsible for the same and shall rectify at his/her/their/it's costs and expenses without making Promoter liable for the same;

(xxx) The Purchaser/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works or interior works (post receipt of occupation certificate) in respect of the Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the fit-out guidelines (as may be drawn up / formulated by the Promoter closer to the Date of Possession) containing the guidelines for carrying out the fit-out works/interior works in the Flat keep deposited with the Promoter such sum as may be decided by the Promoter at the relevant time, as and by way of an interest free refundable security deposit and which amount shall be refunded by the Promoter to the Purchaser/s on completion of the fit out works and/or interior works of the Flat. In the event if the Purchaser/s

commit/s any breach/es of the terms and conditions of the fit out guidelines or cause/s any damage or nuisance to the Flat and/or other premises and/or Towers and/or Phase I and/or any of the Common Amenities of the Phase I therein and/or in any adjoining premises to the Flat, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such interest free refundable security deposit for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Purchaser/s to the said Flat and/or Towers and/or any of the Common Amenities of the Phase I therein and/or in any adjoining premises, exceeds the interest free refundable security deposit, the Purchaser/s shall on demand, forthwith pay such additional amount. The Purchaser/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount within 7 (seven) days from the date of such demand by the Promoter on any ground whatsoever and howsoever arising;

(xxxix) Upon possession of the Flat being offered to the Purchaser/s, he/she/they shall be entitled to use and occupy the Flat for residential use only and for no other purpose whatsoever unless otherwise specifically stated herein including inter alia as a private office or any other commercial or retail establishment. Upon the Purchaser/s taking possession of the Flat or being granted a license to enter the Flat, he/she/they shall have no claim against the Promoter in respect of any item of work in the Flat, which may be alleged not to have been carried out or completed. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit Out Guidelines or cause/s any damage or nuisance to the Flat and/or other premises and/or Towers and/or any Common Amenities of the Phase I therein and/or in any adjoining premises to the Flat, post receipt of possession of the Flat, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from the interest free refundable security deposit (deposited with the Promoter as stated herein) for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Purchaser/s to Flat and/or the Towers and/or any Common Amenities of the Phase I therein and/or in any adjoining premises, exceeds the interest free refundable security deposit, the Purchaser/s shall on demand, forthwith pay such additional amount. The Purchaser/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount on any ground whatsoever and howsoever arising;

(xxxix) the Promoter shall be entitled to inspect all interior works carried out by the Purchaser/s. In the event the Promoter finds that the nature of interior work being executed by the Purchaser/s is harmful to the Flat or to the structure, façade and/or elevation of the Towers or any part of thereof, the Promoter can require the Purchaser/s to stop such interior work and the Purchaser/s shall stop such interior work at once, without raising any dispute;

(xxxix) all materials brought into the Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Purchaser/s duly indemnifies the Promoter in this regard;

(xxxix) the Purchaser/s shall extend full co-operation to the Promoter, its agents, contractors to ensure good governance in the execution of such interior works;

(xxxix) the Purchaser/s shall ensure that common passages / walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;

(xxxvi) nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser/s as a grant, demise or assignment in law of the Towers, the said Land or any part thereof. The Purchaser/s shall have no claim in respect of any and all open spaces, lobbies, stair-cases, terraces, ducts, recreation space etc., will remain in the possession of the Promoter. All development rights with respect to the same shall remain with the Promoter;

(xxxvii) the Purchaser/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank / financial institution on account of such loan or for recovery of loan on account of any breach by the Purchaser/s of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Purchaser/s hereby agrees that the Promoter shall have first lien/charge on the Flat towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Purchaser/s undertakes to reimburse the same to the Promoter without any delay or demur or default;

(xxxviii) the Purchaser/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“**FEMA**”), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they/it shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only;

(xxxix) not to violate and to abide by all rules and regulations framed by the Promoter/ its designated Project Management Agency or by the Organization/Apex Body/Association, for the purpose of maintenance and up-keep of the Towers / the Phase I;

(xl) upon the Promoter terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the Premises or any part thereof and/or the Phase I and/or against the Promoter and the Promoter shall be entitled to deal with and dispose off the Premises to any other person/s as it deems fit without any further act or consent of the Purchaser/s;

(xli) to co-operate and render all assistance and facilities to the Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Promoter, within fifteen (15) days from receipt of intimation by the Promoter in respect thereof and to attend the Promoter's office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Phase I and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Promoter in its sole and unfettered discretion, including as mentioned in this Agreement;

(xlii) grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Purchaser/s, so as to enable the Promoter to complete the scheme of development of the Phase I; and

(xliii) the Purchaser/s have represented and warranted to the Promoter that he/she/they/it has / have the power and authority to enter into and execute this Agreement;

(xliv) The Purchaser/s agrees and acknowledges that the Promoter is/are providing equipment /systems /electronic appliances /sanitary wares /sanitary fittings/doors/fenestrations/ hardware as mentioned in the list of internal fittings and fixtures in this Agreement. The Purchaser/s is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/electronic appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment /systems/electronic appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Purchaser/s hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/nonperformance or otherwise of these systems/appliances;

(xlv) The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Towers and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Towers in respect whereof, the Purchaser/s of such other premises in Phase I, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.; and

(xlvi) In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within one (1) month of the completion of first monsoon from the date of offer of delivery of possession of the Flat. The Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of offer of delivery of possession of the Flat.

These covenants shall be binding and operative even after the formation of the Organization.

- 15.6 The Purchaser/s hereby agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser/s, so as to enable the Promoter to complete the scheme of development of the Land. The Promoter shall be entitled to modify, amend, alter, change the layout of the Larger Land/said Land by changing the alignment, locations, placement of buildings/ towers, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing / structure either independent or by way of extension or in continuation or attached to the Towers under construction in the layout with or without amendment of such layout.
- 15.7 The Purchaser/s confirms that the Promoter has given full, free and complete inspection of documents of title in respect of the Larger Land and the Purchaser/s confirms that he/she/they/it has/have entered into this Agreement after inspecting all relevant documents and the Purchaser/s has / have inspected the Report on Title as stated herein and the Purchaser/s undertakes not to raise any objection and/or requisition on the title of the Promoter and / or the Joint Developers to the said Land.
- 15.8 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”). The Purchaser/s further declare(s) and authorize(s) the Promoter to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the Flat neither have any claim/demand against the Promoter, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Promoter to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

16. OUTGOINGS:

- 16.1 Commencing fifteen (15) days after notice in writing is given by the Promoter to the Purchaser/s to take possession of the Premises, irrespective of whether possession is taken or not, the Purchaser/s shall be liable to pay the proportionate share of the outgoings namely local taxes, interests, penalties, surcharge, betterment charges, sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Towers and the Phase I. Until the management of the Towers and the Phase I is handed over to the Organization (formed in terms of Clauses 13.1 (i) or (ii) or (iii) as the case may be), the Purchaser/s shall pay to the Promoter such proportionate

share of the outgoings as may be determined by the Promoter. In addition to the aforesaid, the Purchaser/s shall also be liable to pay proportionate charges towards such infrastructure and Common Amenities of the Phase I as and when they are available for the use of the Purchaser/s. Until the management of the Phase I is handed over to the Apex Body/Association (formed in terms of this Agreement), the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.

- 16.2 The Purchaser/s shall within fifteen (15) days of such demand being made by the Promoter pay such amounts as more particularly set out in **Annexure "10"** hereto annexed, over and above the Total Consideration. The amounts payable under **Annexure "10"** are inter-alia collected towards the maintenance and upkeep of the (i) Towers and (ii) Common Amenities of the Phase I and other infrastructure in the Phase I, for a period of 12 (twelve) months in advance. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Apex Body/Association. The Purchaser/s undertake/s to pay such monthly contribution and such proportionate share of outgoings regularly to the Promoter or to the Apex Body/Association (formed in terms of this Agreement) as the case may be including the charges for usage of amenities proposed to be provided in Phase II as stated in this Agreement, on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month till the day of payment will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc.
- 16.3 The purposes and the corresponding amounts as mentioned in **Annexure "10"** are as per the present estimates and are subject to modification by the Promoter and shall not carry interest. In the event, the amounts collected towards advance maintenance charges are exhausted, then the Purchaser/s shall pay the shortfall amount to the Promoter, on demand by the Promoter without any delay or demur.
- 16.4 The Purchaser/s shall be liable to pay on demand proportionate property taxes and insurance premium amounts, to the Promoter within fifteen (15) days from the date of demand by the Promoter.
- 16.5 It is agreed that, the Promoter is not liable to render any accounts in respect of any amounts collected under the head Contribution to the Purchaser/s / Organisation / Apex Body / Association and the Promoter shall hand over the consolidated deposits or balance thereof, if any, to the Apex Body / Association as aforesaid at the time of the transfer / assignment. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/deposit shall not carry any interest.
- 16.6 The Promoter shall be entitled to utilise the corpus fund specified in the **Annexure "10"** or adjust the same, for payment of maintenance, taxes, outgoings, etc. in respect of the Phase I as also utilise the corpus fund for adjustments against any outstanding amounts due from the Purchaser/s to the Promoter. Similarly, if the corpus fund shall fall deficient and there is surplus under any other head, the Promoter shall be entitled to adjust such deficiency against such surplus. In case there shall be a deficit in the corpus fund, the Purchaser/s shall forthwith on demand pay to the Promoter his/her/its/their proportionate share to make up such deficit. The payment of corpus fund shall not entitle the Purchaser/s to default in the payment of maintenance, taxes and outgoings etc.

- 16.7 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit on account of provisional maintenance charges and shall utilize the same for the purpose for which they have been received.
- 16.8 The Purchaser/s hereby agrees to bear and pay any statutory dues including but not limited to past, present and future taxes, interest, penalties, surcharge on any of the amounts collected by the Promoter as set-out in **Annexure “10”** and **Annexure “11”** hereto.

17. INTEREST:

Without prejudice to the Promoter’s other rights under this Agreement and/or in law, the Purchaser/s agrees to pay to the Promoter, such interest rate as may be prescribed under the Act on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date, the said amount is payable by the Purchaser/s to the Promoter until the date all such outstanding amount is received by the Promoter.

18. CONSTRUCTION & FINISHING:

- 18.1 The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of the Phase I. In case of defect(s) in construction or workmanship, the Promoter and the Purchaser/s shall collectively approach the third-party contractor(s) for the rectification of the defect(s).
- 18.2 In spite of all the necessary steps and precautions taken while designing and constructing the Phase I, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Purchaser/s and any other Purchaser/s/occupants of the other apartments/flats/premises in the Phase I. The Purchaser/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Purchaser/s and any other Purchaser/s/occupants of the Phase I and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.
- 18.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Towers, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Purchaser/s shall not raise any claim(s) against the Promoter in this regard.
- 18.4 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person.
- 18.5 The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Purchaser/s or made available for the Purchaser/s’ viewing were merely an artist’s impression and creative imagination and shall not constitute a representation

or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Purchaser/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Purchaser/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Flat and said car parking space/s (allotted to the Purchaser/s, if any) between the parties hereto.

19. PROMOTER'S ENTITLEMENT:

The Purchaser/s is aware and agrees not to raise any objection to the entitlement of the Promoter as is set out hereunder:

- 19.1 It is agreed between the Parties that the Promoter shall be entitled to develop the Larger Land in phase-wise manner and/or sector-wise and/or project wise manner as the Promoter may desire. The Promoter is retaining unto itself full rights for the purpose of providing ingress or egress from the said Land / the Larger Land in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 19.2 The Promoter shall be entitled to develop the Larger Land as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and as stated in this Agreement and the Purchaser/s has/have agreed to purchase the Flat based on the unfettered rights of the Promoter in this regard. The Purchaser/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to develop the Larger Land in accordance with the layout and the Purchaser/s have no objection with respect to the same and the Purchaser/s give their irrevocable and unconditional consent in respect thereof;
- 19.3 The Promoter will be entitled to develop the said Land and/or the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge inter-alia the development rights in respect of the Land and/or the Larger Land and the sale component consisting of building/s and structures to be constructed thereon from time to time. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the SRA in lieu of development and delivery of the rehab buildings, Towers in the manner the Promoter may in its sole discretion deem fit;
- 19.4 As stated hereinabove, the Promoter is entitled to provide a right of way, going through the Land/the Larger Land. The Promoter, owners, flat/unit purchasers, occupants, executors, administrators, successors, assigns, representatives, nominees, developers, contractors, labourers, attorney, successors in interest, assigns, visitors, agents, servants, flat occupiers, licensees, etc. and all the person or persons owning, occupying, enjoying and / or possessing and their agents, servants, relatives, etc. shall have irrevocable and perpetual right and shall be entitled to, at all times and from time to time, by night and day to pass and re-pass and/or egress and ingress over and across, the said right of way by foot, or on horseback or by any vehicle of whatsoever nature and/or with cattle and other animals, etc.;
- 19.5 It is agreed between the Parties that the Promoter shall be entitled to develop the Larger Land in phase-wise manner as the Promoter may desire. The Promoter are retaining unto themselves full rights for the purpose of providing ingress or egress

from the Land/ Larger Land in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same;

19.6 It is agreed between the Parties that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM/ SRA in respect of the Land / the Larger Land to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the Towers on the Land any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the Organizations or Apex Body at the discretion/option of the Promoter time to time.

19.7 The Purchaser/s hereby expressly consents to the Promoter re-designing the Towers or increase in number of floors, adding new building or buildings/ towers or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the Towers in which the Purchaser/s has/have agreed to acquire the Flat is completed earlier than other building/s structures, then the Purchaser/s confirms that the Promoters will be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the Land / the Larger Land or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such Organizations/Apex Body/Association as the case may be and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

19.8 The construction and development of the Towers in the Phase I being a phase of the Larger Land is presently sanctioned in the manner stated *inter-alia* in the IOA and CC and as part of the proposed future and further development of the Larger Land, the LOI, IOA, CC, layout for the Phase I and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the full development potential of the Land/Larger Land. The Purchaser/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Larger Land (both inherent and further/future), would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Larger Land and/or the Land or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently, and after negotiations and discussions between the Purchaser/s and the Promoter, the Purchaser/s agree(s), accept(s) and confirm(s) that in the course of development of the Land/Larger Land and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the Flat not being adversely affected:

(a) Apply for and obtain approvals and permissions in phases, including

amendments to existing approvals and permissions and part occupation certificates;

(b) Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the LOI, IOA and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Land and/or Larger Land (both inherent and further/future) at present and in future;

(c) Apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the building/s in Phase I and the Larger Land upto such floors as may be permissible whilst exploiting the full and maximal development potential of Phase I and the Larger Land as stated in this Agreement;

(d) Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Larger Land;

(e) Construct, develop and raise buildings, structures, towers and wings on the Land / Larger Land, with and without common podium levels and other common levels;

(f) Construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Land/ Larger Land and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;

(g) Construct lesser number of upper floors/buildings/structures/towers/wings in the Towers and/or the Phase I and/or any part thereof, and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;

(h) Construct in, over or around or above the terrace of the Phase I any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other statutory authority;

(i) Construct site offices/sales lounge on the Land and/or on the Larger Land (or part thereof) and to access the same at any time;

(j) By itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Land and any construction thereon including the Towers, the Phase I, including to view and examine the condition and state thereof;

(k) Use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the and the Larger Land including Common Amenities of Phase I on the Land;

(l) Market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas constructed as a part of the sale component on the Larger Land including the Phase I and all its right, title and interest therein;

(m) Grant or offer upon or in respect of the Land and/or Larger Land or any part thereof, to any third party including Purchaser/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Land / Larger Land.

- 19.9 The Promoter has informed the Purchaser/s and the Purchaser/s is aware that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with other Purchaser/s of flats/units/premises in the Towers and/or the Phase I and/or in the Larger Land, and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of flats/units/premises in the Phase I including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of flats/units/premises in the Phase I shall object to the Promoter laying through or under or over the Land and/or the Larger Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.
- 19.10 The Promoter shall be entitled to construct in, over or around or above the terrace of the Towers / the Phase I any additional area or facility as may be permitted within the rules of the SRA/MCGM and/or any other authority and shall be solely entitled to operate and manage the same.
- 19.11 The land adjoining the Land and/or Larger Land is the subject matter of a redevelopment under DCPR. As disclosed in this Agreement, the Promoter has presently contemplated to develop the aforesaid adjoining land and other lands adjacent/adjoining to the Land and/or Larger Land (hereinafter referred to as “**Adjoining Properties**”). The Promoter shall also be entitled to/required to club/amalgamate the development of the Land/ Larger Land (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the Larger Land (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit:
- (i) Amalgamate schemes of development, land plates, lands, land composition and land mix,
 - (ii) Float FSI/TDR from the Larger Land onto the Adjoining Properties and from the Adjoining Properties onto the Larger Land and undertake consequent construction, development, sale, marketing and alienation,
 - (iii) Provide common access and entry and exit points to the Larger Land (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Land (or part thereof) and the Adjoining Properties,
 - (iv) The development on/of the Adjoining Properties is still at a concept stage and on the approval of the plans for its redevelopment/development, the Promoter reserves it right(s) to amalgamate the Adjoining Properties with the Larger Land and all references in this Agreement to the said Land / Larger Land shall be construed as references to such amalgamated property unless the context otherwise requires and/or the Promoter shall be entitled to develop/redevelop the Adjoining Properties as a separate independent layout.

- 19.12 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Phase I, Common Amenities of the Phase I, and /or the Larger Land or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.
- 19.13 Subsequent to the transfer of the Land / the Larger Land to the Apex Body / Organization and completion of development of the Larger Land, the Promoter will retain air rights for branding and designation of the Promoter with respect to the development of the Larger Land. The Apex Body / Organization shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Phase I and the right to designate and brand the development of the Phase I on the Land. The proposed transfer in favour of the Apex Body / Organizations, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Larger Land and the right to designate and brand the overall development of the Larger Land as the brand name the Promoter may deem fit.
- 19.14 The Promoter shall always be entitled to put a hoarding on any part of the Phase I and/or the Larger Land including on the terrace and/or on the parapet wall, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Phase I and/ or on the Larger Land as the case may be. The Promoter shall be entitled to use and allow third parties to use any part of the Phase I and/or the Larger Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.
- 19.15 The Promoter shall be entitled to designate any spaces/areas on Land and/or the Larger Land, the Phase I, or any part thereof (including on the ground, terrace, podiums and basement levels of the Phase I) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common by occupants of units/premises in the Phase I /on the Larger Land/on the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Land and/or Larger Land.
- 19.16 It is hereby expressly agreed that the Promoter shall always be entitled to sell any of the flats/premises in the Towers being constructed on the Land/ the Phase I for the purpose of any non-residential user as may be permitted under applicable laws as amended from time to time or by the concerned authorities and the Purchaser/s thereof shall be entitled to the use of the units purchased by them accordingly and similarly the Purchaser/s shall not object to the use of the such premises in the Towers / Phase I for aforesaid purposes by the respective purchaser/s thereof.

- 19.17 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the said Land/Larger Land. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- 19.18 It is further agreed that Promoter is entitled to sell or allot or grant for exclusive use on a license or leasehold basis, the terrace/s or pocket terrace/s or extended balcony/ies/ Allied Area, which may be abutting the respective premises for the exclusive use of the Purchaser/s of such premises in the Towers / Phase I and/or the Larger Land. The Promoter may at its sole and absolute discretion, grant license or lease for exclusive use or maintenance in respect of the terrace/s to the Purchaser/s/occupant/s of the premises that is abutting (or next to) the terrace. The terrace/s/ Allied Area if so permitted to be used by the Promoter, shall not be enclosed by the respective Purchaser/s/occupant/s without the permission in writing obtained from the SRA and all other concerned planning authorities and the Promoter. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Promoter for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ Purchaser/s /transferee/s/ licensee/s.
- 19.19 The name of the development of the said Phase I shall always be “71 Midtown”, and shall not be changed without the prior written permission of the Promoter.
- 19.20 In the event any flats/premises/spaces/areas in the Phase I are unsold/unallotted/unassigned on execution and registration of the lease/conveyance to Organization/ Apex Body as stated in this Agreement, the Promoter shall continue to be entitled to such unsold premises and to undertake marketing etc. in respect of such unsold premises as stated hereinabove. After the receipt of the Full Occupation Certificate, the Promoter shall be required to pay a sum of Rs. 1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Organization/Apex Body for the sale/allotment or transfer of the unsold premises in the Phase I or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- 19.21 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the Flat or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Phase I. The Purchaser/s is/are aware that the main water/drainage pipes of the Phase I may pass through certain areas within the Flat. The Purchaser/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the Flat, and/or permanently cover/conceal such areas within the Flat, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.
- 19.22 It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the Towers and/or the Land and/or the Larger Land and/or get the Larger Land sub-divided into small portions or parts or amalgamate the same with any other land or properties

and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the Land / the Larger Land/ or be entitled to any FSI exceeding the FSI used and consumed in the Towers out of any FSI available now or in future and that the Purchaser/s and/or the Organizations and/or Apex Body and / or Association shall not be entitled to put up any further or additional construction on the Towers exceeding the FSI consumed therein at the time of lease / conveyance to be executed in favour of Organization/ Apex Body / Association or for any reason whatsoever.

19.23 Rights & Entitlements of The Promoter Being Essence Of The Contract:

(i) The Purchaser/s agree(s) that since the scheme of development of the said Land and/or Larger Land placed before the Purchaser/s as disclosed in this Agreement envisages the development of the Larger Land in a phased manner to the full development potential, the Purchaser/s has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause and the proposed future and further development of the Larger Land, and the retention of these rights by the Promoter unto itself until completion of development of the Larger Land as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Purchaser/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Phase I and/or the Larger Land and/or the Adjoining Properties and all infrastructure thereon including Common Amenities of the Phase I, the rehab buildings/Sale Building No.1 (as one or more composite building/s) as envisaged by the Promoter under the scheme of development.

(ii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the provision to Rule 4(4) of the RERA Rules.

(iii) The Promoter has further informed the Purchaser/s and the Purchaser/s hereby confirms/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to retain the perpetual right to develop, re-develop, sub-develop, sell, transfer, assign, give on lease, sub-lease and/or deal with and dispose of in favour of any person/s (a) future rights in respect of the Land/Larger Land; (b) the balance development potential/rights in respect of the Land/Larger Land (as per the plans already submitted and/or to be submitted by Promoter from time to time to the SRA or any other concerned authorities and as per the total scheme of development); (c) various rights that may accrue to and over the Land/Larger Land in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, Common Amenities of the Phase I and facade of the Land/Larger Land; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the Land/Larger Land (the rights referred to in above are hereinafter collectively referred to as “the **Incidental Rights**”).

(iv) The Incidental Rights include the right to use the said Land/Larger Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which Promoter and/or its nominee/s may be entitled to, from time to time, and at the Promoter’s sole and absolute discretion.

(v) The Promoter 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 and the Promoter may in its absolute discretion think fit and proper, from time to time and at Promoter's 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 Total Consideration in respect of the said Flat and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by Promoter and/or its nominee/s and/or person/s.

(vi) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the other amounts including the Total Consideration to the Promoter strictly in accordance with this Agreement and only on Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or sell, transfer, deal with and dispose off all other unsold flats/units/Shops and car parks and portion or portions of the Towers and/or the Land/Larger Land including building/s/structures, common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, ducts, recreational facilities such as swimming pool, gardens, club-house proposed to be constructed in Phase I and /or on the Larger Land including Common Amenities of the Phase I proposed to be constructed on the Land and Larger Land, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Promoter. The Purchaser/s are aware that the aforesaid recreational facilities proposed to be constructed on the Land and the remaining portion of Larger Land are available for the use and enjoyment of the holders of other sold premises in Phase I and the allottee/s of the balance towers proposed to be constructed by the Promoter on the remaining portion of the Larger Land (i.e. proposed phase II) along with the Purchaser/s.

(vii) The Promoter has informed the Purchaser/s that there are several amenities which may be proposed to be provided by the Promoter on the Larger Land. All the amenities shall be divided between the various sub-phases within the common layout of the Larger Land. The Purchaser/s will not insist upon access to amenities on the remaining portion of the Larger Land other than the Common Amenities of the Phase I expressly provided in the Agreement unless otherwise permitted by the Promoter to access to amenities on the remaining portion of the Larger Land subject to payment of charges for the same as stated in this Agreement. In such an event, the payment of such additional charges as presently ascertained in the sum of Rs. 70,000/- (Rupees Seventy Thousand only) to be payable by the Purchaser/s within a period of 15 (fifteen) days from the date of such demand being made by the Promoter towards usage of additional amenities to be provided in balance portion of the Larger Land.

(viii) With regards to the Common Amenities of the Phase I described in Annexure '7' annexed hereunder, it is agreed that the Purchaser/s shall only be permitted to use the Common Amenities of the Phase I on such terms and conditions as the Promoter may deem fit.

(ix) The proposed buildings that are proposed to be constructed on the Land and the Larger Land may be connected to each other either by basement or by stilt area or by commercial block or by podium, either horizontally connected to each other as horizontal extension to each other with common partition walls or by dead walls as

the case may be and Purchaser/s has/have no objection or dispute with regards the same.

(x) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Phase I and on the façade, terrace, compound wall or other part of the Phase I. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xi) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Phase I/Larger Land and in the basement levels of the Phase I/Larger Land, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Purchaser/s and other allottees of apartments/flats/units in the Phase I and/or other allottees in the Larger Land. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Purchaser/s shall not challenge the same in any manner whatsoever.

(xii) For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Land and/or Larger Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

(xiii) The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the Towers and other buildings on the Land being not ready for use and in the event of the Promoter offering occupation of the Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the Land without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the Land as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consents to the same time being under any law as applicable.

(xiv) The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or

withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the Land and/or the Larger Land and/or on adjoining properties.

(xv) All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

20. STAMP DUTY AND REGISTRATION:

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

21. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above or such correspondence address as may be communicated by the Purchaser/s to the Promoter in writing subsequently. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser/s at the address hereinbefore stated, through registered letter, courier service, personal delivery date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. It is hereby clarified that, the Promoter shall serve the notice only to the Purchaser/s named firstly in the name clause and the same shall be deemed to be served on all the purchasers.

22. INDEMNIFICATION BY THE PURCHASER/S:

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

23. GENERAL PROVISIONS:

23.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made

available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the Parties hereto.

- 23.2 It is hereby agreed that it shall be the obligation of the Promoter to comply with and fulfil all the obligation, commitments, terms as they may have agreed with their respective purchasers, save and except as set out herein.
- 23.3 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 23.4 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter 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 or affect the rights of the Promoter, as the case may be.
- 23.5 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several. All communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her/their/it which shall for all intents and purposes to be considered as properly served on all the Purchaser/s.
- 23.6 All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Phase I, or (iii) on the consideration and other amounts payable by the Purchaser/s to the Promoter, or (iv) otherwise shall be to the account of the Purchaser/s alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser/s over and above the consideration of the Flat and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser/s.
- 23.7 The Purchaser/s hereby nominate/s the person identified in the Second **Schedule** hereunder written ("said Nominee") as his/her/their nominee in respect of the said Flat. On the death of the Purchaser/s, the Nominee shall assume all the obligations of the Purchaser/s under this Agreement and in respect of the said Flat, and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Purchaser/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Flat, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Purchaser/s. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

24. DISPUTE RESOLUTION AND GOVERNING LAW:

- 24.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the

aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

24.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 24.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Promoter ("Arbitrator").

24.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

24.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

24.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25. CONFIDENTIALITY:

25.1 The Purchaser/s hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Flat and is legally binding on the Purchaser/s and shall always be in full force and effect.

25.2 The Purchaser/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

25.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

(i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

(ii) such disclosure is required in connection with any litigation; or

(iii) such information has entered the public domain other than by a breach of the Agreement.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Being description of the said Land being constructed and developed on a portion of the Larger Land)

A portion of the Larger Land admeasuring 4,123.84 square meters or thereabouts , bearing C.T.S. No. 343 (part) of Village Chembur, Taluka Kurla, situated at Chembur, Lal Donger,

Chembur, Mumbai-400 071, in the Registration Sub District of Mumbai and bounded as follows:

On or towards North: C.T.S. No. 343 (part);
On or towards East: 18.30 mtr. Wide road;
On or towards West: C.T.S. No. 343 (part);
On or towards South: C.T.S. No. 343 (part).

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions	Meaning
1	Said Premises	Flat No. [●] on the [●] floor of the Sale Tower No. ____
2	Carpet Area of the said Flat as per RERA in square metres	[●]
3	Allied Area in sq.mtrs.	[●] / Not Available
4	Total Consideration	Rs. [●]/- (Rupees [●] Only)
5	Bank Account of the Promoter	[●]
6	Car parking space/s	Allotted / Not Allotted
7	Number of Car Parking Spaces/s allotted	One/ Two/ Not Applicable
8	Completion Date	30 th June, 2025 subject to terms of this Agreement.
9	Said Nominee	Name: [●] Relationship with Purchaser/s: [●] Address of Nominee: [●]
10	Contact Details	Purchaser/s email address: [●] Purchaser/s phone number: [●]
11	PAN	Promoter's PAN: AAICG1291L Purchaser/s No.1 PAN: [●] Purchaser/s No. 2 PAN [●]

[Signature page to follow]

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

SIGNED AND SEALED
BY WITHINNAMED "PROMOTER"

)
)

PARADIGM DOTOM BUILDHEIGHTS LLP)
By its the hands of its Authorized Signatory)
[●])
duly authorized by Resolution dated)
in the presence of :)
1.
2.

SIGNED AND SEALED)
BY WITHIN NAMED "PURCHASER/S")
[●])
in the presence of :)
1.
2.

Housiey.com

Authorised Signatory of the Promoter

Purchaser/s

R E C E I P T

RECEIVED of and from within named, the Purchaser/s, [●] sum of Rs. [●]/-(Rupees [●] only) being the Earnest money/part consideration amount mentioned in Clause [●] of this Agreement with respect to purchase of Flat No. _____ on _____ Floor in Sale Tower no. _____ in the Project known as 71 Midtown in the following manner:

Sr.No.	Date	Cheque No./ UTR no.	Bank	Branch	Amount(Rs.)

WE SAY RECEIVED
For, Paradigm Dotom Buildheights LLP

Authorised Signatory

Housiey.com

Authorised Signatory of the Promoter

Purchaser/s

Housiey.com

Authorised Signatory of the Promoter

Purchaser/s