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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT (“the said Agreement”) made at Mumbai on this _____ day of _____ in the Christian year Two Thousand and _____ .

BETWEEN

RUNWAL CONSTRUCTIONS (PAN NO. AAAFR1211Q) a registered partnership firm having its office at 5th floor, Runwal & Omkar Esquare, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai- 400 022 represented by its Partner/Authorized Signatory Mr. _____ , authorized vide letter of Authority dated _____ hereinafter referred to as the **“PROMOTER / OWNER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors in title and assigns) of the **ONE PART;**

AND

“**THE PURCHASER/S**” as mentioned in “**Annexure F**” annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their respective heirs, executors, administrators, successors and permitted assigns) of the **OTHER PART**.

The Promoter/Owner and the Purchaser/s shall hereinafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’.

WHEREAS: -

- a) By an Agreement dated 30th April 1958 executed between Mr. Ramchandra Vishwanath Acharya (in his individual capacity as well as capacity as Manager / Karta of the Hindu Undivided Family) & Anr. referred therein as Vendors of the one part and M/s Rallis India Ltd. referred therein as purchaser of the other part, the Vendors agreed to sell and transfer to the purchaser all piece and parcel of land aggregating to a total area admeasuring 11 acres or thereabouts being equivalent to 53240 (Fifty Three Thousand Two Hundred and Forty) sq. yds. or thereabout situate lying and being at Survey Nos. 91(part), 149(part), 156(part) on the terms and conditions as set out therein (hereinafter referred to as “**the said larger property**”).
- b) By a Deed of Conveyance dated 13th November 1958 registered under No. BND-2098 of 1958 on 9th December 1958 executed between Mr. Ramchandra Vishwanath Acharya (in his individual capacity as well as capacity as Manager / Karta of the Hindu Undivided Family consisting of himself, his adult brother Gajanan Vishwanath Acharya and mother Kamlabai), and Gajanan Vishwanath Acharya of the First Part and Kamalabai widow of Vishwanath Sadashiv Acharya of the Second Part collectively called as the “Vendors” and Rallis India Ltd. called as the Purchaser of the Third Part, the parties agreed to sub-divide the above said larger property in to two plots as under;
- i) One plot comprising of Survey Nos. 91 (Part) and 149 (part) admeasuring 24200 sq. yds. or thereabout (“the front plot”);
- ii) The other plot comprising of Survey Nos. 91 (part) and 149 (part) and 156 (Part) equivalent to 29040 sq. yds. or thereabout (the rear plot”);

Pursuant to which Mr. Ramchandra Vishwanath Acharya & others have sold, transferred, assigned and conveyed all their title, right, interest, claim, benefits etc. in the rear plot i.e. an area admeasuring 29040 sq. yds. or thereabouts equivalent to 24406.02 sq. mtrs or thereabouts comprised of City Survey No. 544 and 544/1 Nahur Village, taluka Kurla, Bombay suburban District [old Survey Nos. 91 (part), 149 (part), 156 (part)] more particularly described in the schedule there under written favour of Rallis India Ltd. on the terms and conditions set out therein.

- c) By an Indenture of Conveyance Dated 12th September 1959 executed between Rallis India Ltd., referred therein as Vendors of the one part and Rallifan Private Ltd., referred therein as Purchasers of the other Part, the Vendors sold, transferred, assigned, and conveyed unto the Purchaser all piece and parcel of the land admeasuring 6 (Six) acres or thereabouts equivalent to 29040 (Twenty Nine Thousand & Forty) sq. yds. or thereabouts equivalent to 24406.02 sq. mtrs or thereabouts together with the building / structure standing thereon together with plants and machinery and situate on and to the west of the Bombay- Agra Road, and to the east of the New Tansa Pipe Lines in the Village Nahur, Taluka Kurla (in Greater Mumbai) District Mumbai Sub-Urban, Registration and Sub- District Bandra and in T ward of the Municipal Corporation of Gr. Mumbai comprised in City Survey No. 544 and 544/1 Nahur Village, Taluka Kurla, Bombay Suburban District [old City Survey Nos. 91 (part), 149 (part), 156 (part)] on the terms and conditions set out therein. The said conveyance deed was registered with the office of sub-registrar under Sr. No. BND/1551 of 1959 dated 12th September 1959.
- d) Rallifans Pvt. Ltd., being a subsidiary Company of Rallis India Ltd. was merged with Rallis India Ltd. with effect from 31st August 1966 and therefore Rallis India Ltd., became seized and possessed of the said property as defined hereinbelow.
- e) By Deed of Conveyance dated 30th August 1991 registered under No.4460/1991 executed between Rallis India Ltd., referred therein as Vendors of the one part and M/s HMP Engineers Ltd., as the Purchaser of the other part, Rallis India Ltd. conveyed, transferred, and assigned in favour of HMP Engineers Ltd., area admeasuring 16532.06 sq. meter's and balance area of 7873.96 sq. mtrs. which was held to excess vacant land as per ULC order No. ULC/R/94/SC/IC/GAD dated 12th December 1983 further amended by order dated 3rd June 1988 to be executed after obtaining the Government permission on the terms and conditions as set out therein.

- f) The name of HMP Engineers Ltd. was subsequently changes to Bluemoon Engineers Ltd. as per Certificate reflecting change of name of the company issued by the registrar of companies.
- g) The HMP Engineers Ltd. now known as “BLUEMOON ENGINEERS LTD” hereinafter referred to as the “**said company**” had obtained certain credit facility from Indian Bank, Kolkatta by mortgaging the said property. In view of the default committed by the said company the Recovery Proceedings were field by the Indian Bank in Kolkatta Debt Recovery Tribunal (DRT), which was ultimately settled/ consented and terms of settlement/ consent was filed in the Kolkatta DRT. By an order dated 3rd September 2004 it has been recorded that M/s Runwal Construction having their office at Runwal Chamber, 1st Road Chembur- Mumbai- 400071 (i.e. the Promoter/Owner herein) as the purchaser of the said property on the terms and conditions as mentioned in the order dated 3rd September 2004 passed by Kolkatta DRT. In the terms of the said orders of Hon’ble DRT Kolkatta, the Indian Bank handed over the physical possession of the said property to the Promoter/Owner along with the original title deeds of the said property having an area admeasuring 29040 sq. yds. or thereabouts equivalent to 24406.02 sq. mtrs or thereabout comprised of City Survey No. 544 and 544/1 Nahur Village, Taluka Kurla, Bombay Suburban District [Old Survey Nos. 91 (part), 149 (part), 156 (part)] (hereinafter referred to as the “**said Property**”) more particularly described in the First **Schedule** hereunder written on the terms and conditions set out therein.
- h) In concurrence of the order of Kolkatta DRT-II dated 3rd September 2004, the Kolkatta DRT-II, through Registrar-in-Charge issued a Certificate of Sale dated 5th November 2004 confirming sale in favour of the Promoter/Owner in respect of the said property. The said certificate of the sale dated 5th November 2004 has been registered with the office of sub-registrar bearing registration No. BDR- 00083 of 2005 dated 05th January, 2005.
- i) By virtue of the above agreements, deeds, conveyances and documents etc. as mentioned hereinabove, the Promoter/Owner has become the sole and absolute owner of the said Property.
- j) The said Rallifan factory has been closed down permanently way back after obtaining the necessary permissions from the concerned authorities. The Municipal Corporation of Gr. Mumbai has issued the permission vide No. CHE/871/DPES dated 17/11/2002 for change of user from Industrial Zone to Residential

Development. The Promoter/Owner has already obtained the no objection certificate duly issued by the Commissioner of Labour vide their letter dated 12/05/2005.

- k) The Additional Collector and Competent Authority (ULC) Greater Mumbai has issued order-bearing No. C/ULC/D-III/22/7828 date 30th December 2004 in respect of the said Property, a copy thereof is hereto annexed and marked as **ANNEXURE “A”**.
- l) A copy of the Property card issued by the office of City Survey office in respect of the said Property is annexed hereto as **Annexure “B”**.
- m) Hariani & Co., Advocates and Solicitors have issued Title Certificate dated 24th May 2021 in respect of the said Property, is annexed hereto and marked as **ANNEXURE “C”**.
- n) As on date the said Property has been mortgaged to the Bank/Financial Institution as more particularly mentioned in **Annexure “F”** herein. The Purchaser/s explicitly and irrevocably consent/s that the Promoter/Owner reserves right to create mortgages/ encumbrances on the said Property and/or the said Project and/or any part thereof as deemed necessary by the Promoter/Owner as required from time to time to raise any finance, save and except the right of the Purchaser/s on the said Flat (as defined herein). The details of such mortgages shall be disclosed in accordance with the provisions of law. The Promoter/Owner shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document of the said Property in favour of the organization/ Apex Body to be formed of the Purchaser/s in the said Building, in the manner as mentioned hereinafter.
- o) In pursuance of the sanctions and permissions accorded under provisions of Urban Land (ceilings and Regulation) Act, 1976 and the Plans sanctioned by the Mumbai Municipal Corporation the Promoter/Owner is authorized to construct/develop the project now known as **“THE SANCTUARY”** (formerly known as **RUNWAL SERENITY PART I**) and prior to that as **“RUNWAL INFINITY”**) which consisting of 5 buildings on the said Property out of which building No.1, 2 and 3 have been disclosed as the sanctioned buildings and remaining 2 buildings have been disclosed as proposed buildings. The aforesaid project has been registered with RERA on 06/09/2017. The Promoter/Owner had commenced the construction of 2

buildings namely building No.1 (also known as building B-1) and building No.3 (also known as building B-2). However, owing to certain force majeure events, the construction of abovementioned had been stopped. The Promoter/Owner has subsequently resumed and commenced the construction of the aforesaid building No.1 and 3 as per the plans, approvals and sanctions granted by the MCGM.

- p) By a Declaration dated 23rd October 2017 uploaded on RERA website with respect to the aforesaid Project The Sanctuary, the Promoter/Owner declared that out of the 3 sanctioned buildings, building No.2 (also known as building C) was unstable and may be required to be demolished. Therefore, the Promoter/Owner is presently constructing only 2 (two) buildings out of the 3 (three) sanctioned buildings i.e. building No. 1 and 3 (also known B1 and B2). The aforesaid building No. 2 has been demolished and shall be constructed after the new plans are approved as per new DCR from MCGM.
- q) The Promoter/Owner further declares that the aforesaid Buildings B1 and B2 shall only be considered as the project “Infinity” (now known as “The Sanctuary”) and undertaken that the remaining building/s as may be approved by BMC shall be uploaded on the MahaRera website as the separate project/s alongwith all relevant details on obtaining the approval/ permissions from MCGM.
- r) Pursuant to above, the Promoter/Owner has now commenced the construction and development of Building/Tower – 5 (also known as Building No. A1) out of the aforesaid 5 buildings as mentioned in Recital-o hereinabove as per the plans sanctioned by the Mumbai Municipal Corporation which is to be known as “THE SANCTUARY - TOWER 5” on the plot land admeasuring about 741.63 sq. mtrs being the portion of said Property as described in the Second Schedule hereunder written (hereinafter referred to as “**the said Project/said Building**”).
- s) The Municipal Corporation of Greater Mumbai has sanctioned building plans vide Intimation of Disapproval (IOD) bearing No. CHE/ES/5937/T/337(NEW) IOD/1/New dated 20th July 2020 in respect of said Building. The Municipal Corporation of Gr. Mumbai has also issued the Commencement Certificate (C.C.) under No. CHE/ES/5937/T/337(NEW)CC/1/New dated 23rd March 2021 for said Building, the copies IOD and CC hereto collectively annexed and marked ANNEXURE “D & E” respectively.
- t) The development/redevelopment of the said /Project proposed by the Promoter/Owner (comprising of the said Building, amenity, car parking spaces

etc.), has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the Regulations. The Authority has duly issued **Certificate of Registration No. P51800029440** dated 29th May 2021 for the Project (hereinafter referred to as the "**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "L"** hereto;

- u) The Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate as well as all details on the website of MahaRera pertaining to the said Project to be examined in detail by his/her/their/its Advocates and/or other consultants. The Purchaser/s has/have agreed and consented to the development of the said Project Property, in the manner mentioned in the RERA Certificate. The Purchaser/s has/ have prior to the date hereof, demanded from the Promoter/ Owner and the Promoter/Owner has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the said plans, designs and specifications prepared by the Promoter/ Owner's Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and RERA (herein collectively referred to as the "**said Acts**") and the Rules made there under. The Promoter/ Owner has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove and shall be provided with any other document if and when necessary under any other law as may be applicable from time to time. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter/Owner on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have fully satisfied himself/ herself/ themselves as regards the title of the Promoter/Owner to the said Property and the Promoter/Owner's right to sell various premises in the said Project to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

- v) The Promoter/Owner has appointed renowned Architect and Structural Engineer registered with the Council of Architects for the preparation of the structural designs and drawings of the said Building, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Promoter/Owner accepts professional supervision of the architect and the structural engineer till the completion of the said Project.
- w) The Promoter/Owner has entered and is entering and/ or will enter into separate agreements with several other prospective buyers/persons/ Purchaser/s and parties in respect of the sale of Flats, units, offices and other usage/ premises in the said Building and the other buildings to be constructed by the Promoter/Owner on the said Property.
- x) The Purchaser/s has/ have applied to the Promoter/Owner for allotment to the Purchaser/s and Promoter/Owner has agreed to allot to the Purchaser/s on ownership basis a Flat the details of which are more particularly described in **Annexure “F”** hereto and shown by red colour outline on the plan annexed hereto as **Annexure “G”** (herein referred to as the ‘**said Flat**’ or the ‘**said Premises**’), alongwith the use of covered car parking space/s (i.e. stilt/ basement/podium/mechanically operated/stack) as an amenity attached to the said Flat, together with the right to use in common the proportionate common areas, amenities and facilities of the said Building as mentioned herein and as further specified in **Annexure “K”** hereto.
- y) The Promoter/Owner alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the flats and premises in the said Project and/or the said Building constructed/to be constructed by the Promoter/Owner and to enter into agreement/s with the Purchaser/s and to receive the Sale Consideration in respect thereof. The Purchaser/s further agree/s that the Promoter/Owner shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said Buildings in the said Project and for such other purposes as may be agreed upon between the Promoter/Owner and the said agency.
- z) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoter/Owner and the Promoter/Owner’s right to sell various premises in the said Project to be constructed on the said Property, the Purchaser/s hereby

agree/s to purchase from the Promoter/Owner and the Promoter/ Owner hereby agree/s to sell and transfer to the Purchaser/s on ownership basis the said Flat along with the right to use in common the proportionate common areas, amenities and facilities in the said Building and in the said Project or on the said Property on the terms and conditions hereinafter appearing.

- aa) The total consideration of the said Flat/Premises includes sale consideration for the said Flat which is calculated on the basis of the carpet area (“**Sale Consideration**”) and other charges and deposits detailed in **Annexure “I”** (hereinafter referred to as the “**Total Consideration**”). The payment terms thereof are detailed in **Annexure “H”** hereto and wherein the Purchaser/s has/ have agreed to pay to the Promoter/Owner the Total Consideration and other charges and deposits in the manner hereinafter appearing. The term ‘carpet area’ in reference to area of the said Flat/Premises shall have the meaning as per RERA.
- bb) Under Section 13 of RERA, the Promoter/ Owner is required to execute a written agreement for sale of said Flat to the Purchaser/s being in fact these presents and shall also register this agreement under the provisions of the Registration Act, 1908.
- cc) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. TITLE

- 1.1 The Purchasers/s has / have demanded inspection from the Promoter/Owner and the Promoter/Owner has given inspection to the Purchaser/s of all documents of title relating to the said Property including the RERA Certificate and also the plans, designs and specifications prepared by the Promoter/Owner’s Architect and all other documents as specified under RERA and the rules made thereunder as amended up to date and the Purchaser/s is / are fully satisfied with the title of the Promoter/Owner in respect of the said Property and the Promoter/Owner’s right to sell various apartments/flats/units/premises in the said Project to be constructed on

the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

2. PLANS:

2.1 The Promoter/Owner shall construct/ develop on the portion of the said Property, the building known as **“The Sanctuary -Tower 5”** or any other name as may be decided by the Promoter/Owner for residential use consisting of basement plus ground (car parking) podium 1 (car parking) plus podium 2 (car parking and stilt) with upper floors as specified in Annexure F hereto, on the said Property in accordance with the plans, designs, specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time. The Purchaser/s has / have independently scrutinized and satisfied himself / herself / themselves / itself in respect of all aspects relating thereto.

2.2 The Purchaser/s agrees, acknowledges and confirms that the Promoter/Owner will have to carry out changes/modification in the layout of the buildings and parking spaces with respect to the said Project in view of the Development Plan as well as new DCR and the amendments to the Development Control Regulations, 1991 (**DCR**), including providing for adequate car parking spaces, fungible FSI and for compliance with the applicable fire regulations etc.

2.3 It is also agreed by the Parties hereto that the Promoter/Owner shall be entitled to make such variations, alterations, amendments and modification in the scheme of development of the said Property and/or the said project and/or any part/s thereof in particular the plans or specifications of the said Building and/or the layout of the said Property in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Promoter/Owner or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned and/or as the Promoter/Owner may consider necessary for using the full present or future or proposed potential of the said Property or as may be required by the concerned local authority/ Government, using such present and future Floor Space Index (**“FSI”**)/ Transferable Development Rights (**“TDR”**) that may be

available to the Promoter/Owner, from the said concerned authority and/or such other global FSI/ TDR that may be available to the Promoter/Owner. The Purchaser/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same. Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the said Flat, then the Promoter shall obtain the Purchaser/s's prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.

3. AGREEMENT:

3.1 The Purchaser/s hereby agree/s to purchase from the Promoter/ Owner and the Promoter/Owner hereby agrees to sell to the Purchaser/s on ownership basis the said Flat as more particularly described in **Annexure "F"** hereto alongwith internal amenities as set out in **Annexure "J"** in the said Building constructed/ to be constructed on the said Property more particularly described in the First Schedule hereunder along with the right to use covered (i.e. stilt/ basement/podium/mechanically operated/stack) car parking space/s as an amenity attached to the said Flat together with the right to use in common the proportionate common areas, amenities and facilities in the said Buildings/the said Project for the Total Consideration as mentioned in **Annexure "H"**.

3.2 This Agreement is on the express condition that the other apartments/ flats/ premises comprised in the said Buildings/the said Project constructed or to be constructed in the said Property have or are agreed to be sold subject to the exclusive rights of such Purchaser/s and/or Purchaser/s with regard to their respective open space / terrace / garden attached to their respective apartments/flats/units/premises and/or exclusive use of their respective car parking space/s and that the user of each of such apartments/flats/units/premises and the rights in relation thereto of each Purchaser/ss and/or Purchaser/s shall be subject to all the rights of the other Purchaser/s and/or Purchaser/s in relation to their respective apartments/flats/units/premises. None of the Purchaser/s and/or Purchaser/s of the remaining apartments shall have any right whatsoever to use and/or occupy the open space / terrace / garden as stated aforesaid acquired by any Purchaser/s and/or Purchaser/s including the Purchaser/s, as aforesaid nor they do or cause to be done anything whereby such Purchaser/s and/or Purchaser/s including the Purchaser/s, if concerned, is / are prevented from using and occupying the open space / terrace / garden / car parking space/s in the manner as aforesaid or the rights

of such Purchaser/s and/or Purchaser/s including the Purchaser/s, if concerned, to the same are in any manner affected or prejudiced. Correspondingly, the Purchaser/s covenant that he / she / it / they shall exercise his / her / its / their rights consistently with the rights of the other Purchaser/s and/or Purchaser/s and shall not do anything whereby the Purchaser/s and/or Purchaser/s of the other apartments/flats/units/premises are prevented from using or occupying exclusively their respective apartments/ flats/units/premises including the open space / terrace / garden / car parking space/s in the manner as stated aforesaid or whereby the rights of the other Purchaser/s and/or Purchaser/s with regard to their respective apartments/flats/units/premises including the open space / terrace / garden / car parking space/s as aforesaid are in any manner affected or prejudiced. The Purchaser/s covenant that they shall not raise any objection, claim or demand against the Promoter/Owner or against any other Purchaser/s and/or Purchaser/s in relation to the exclusive use by any other Purchaser/s and/or Purchaser/s of any restricted common areas and facilities, exclusively granted to such Purchaser/s and/or Purchaser/s.

4. PAYMENT:

4.1 The Purchasers/s agree/s to pay to the Promoter/Owner the Sale Consideration as mentioned in “**Annexure H**” hereto subject to deduction of tax deducted at source (“**TDS**”) in accordance with the provisions of the Income Tax Act, 1961 and in the manner specified in **Annexure H** hereto and the same as specified shall not be changed or altered by the Purchaser/s under any circumstances.

4.2 As long as there is a statutory obligation on the Purchaser/s, he/she/they/it shall deduct TDS in respect of each instalment / payment towards Sale Consideration and simultaneously pay the same to the competent authorities and immediately provide proof of payment to the Promoter/Owner. The Purchaser/s shall deliver promptly to the Promoter/Owner and without default, the necessary TDS certificates for each payment made by the Purchaser/s enabling the Promoter/Owner to claim credit for the same. On the failure of the Purchaser in submitting the TDS Certificate, the Promoter/Owner shall be entitled not to give credit to the Purchaser in respect of the amount of TDS. In the event of any default by the Purchaser/s in complying with the obligations above referred, the Promoter/Owner shall have a first and exclusive charge on the said Flat to the extent of the TDS amount that remains unpaid to the competent authorities and shall be entitled to recover the same from the Purchaser/s. The Purchaser/s hereby indemnifies/indemnify the

Promoter/Owner from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by them against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities.

4.3 In addition to the Total Consideration, the Purchaser/s has/ have further agreed and accepted to pay the amount towards all taxes including Value Added Tax (“VAT”), service tax, cess, Goods and Service Tax (“GST”), any other taxes as applicable (by whatever name called) and stamp duty and registration charges/ fees, all deposit / charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, infrastructure charges, one time infrastructure charges for club house and various other charges which has been stated under this Agreement which shall be paid exclusively to the Promoter/Owner. The Purchaser/s agrees that in addition to the Total Consideration payable in the manner as mentioned in **Annexure H**, any service tax, VAT/ GST/ cess or any other new levies/ tax (direct and indirect) that may become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone.

4.4 The Promoter/Owner shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the Occupation Certificate with respect to the said Flat is granted by the Municipal Corporation of Greater Mumbai, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) as mentioned in Annexure-F hereto, on account of structural, design and construction or other variances. In case of any dispute on the measurement of Carpet area, the Project Architect’s certificate in accordance with the definition of the term “Carpet Area” as per provisions RERA or any other prevailing law shall be final and conclusive. The Total Consideration and advance maintenance charges payable on the basis of the carpet area shall be recalculated at the time of handing over possession of the said Flat. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Promoter/Owner shall demand additional amount from the Purchaser/s towards Total Consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser/s, then the Promoter/Owner shall refund the excess amount paid by the Purchaser/s or adjust the same in Total Consideration due and payable by the Purchaser/s prior to taking possession of the said Flat. Such increase or reduction in Total Consideration will be in respect of the differential percentage

only i.e. the difference above or below 3% (three percent) variation. For the purpose of determination of actual carpet area upon construction of the said Flat, the decision of the Architect appointed for the construction of the said Building shall be final and binding upon the Parties. The Architect shall provide a certificate as stated above. The Purchaser/s hereby agree/s to and accept/s any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications, etc. issued by the Central Government, State Government and/or competent authorities and bodies from time to time. However, in case of such variation, the Purchaser/s shall not be entitled for any criminal/civil action to be initiated against the Promoter/Owner.

4.5 The Purchaser/s shall on or before delivery of possession of the said Flat/ Premises also deposit with the Promoter/Owner the amounts mentioned in **Annexure "I"**.

4.6 The Promoter/Owner shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned in the **Annexure I** hereto written. It is hereby clarified that these amounts do not include the dues for outgoings towards utilities including electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay the same. It is further clarified that the list of charges mentioned hereinabove in **Annexure 'I'** is only indicative and not exhaustive and the Purchaser/s agree/s to pay to the Promoter/Owner, such other charges or such other amounts under such heads as the Promoter/Owner may indicate without any demur.

4.7 It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in the **Annexure I** hereto annexed and/or the same is increased due to any reason whatsoever, the Purchaser/s shall forthwith pay on demand to and/or deposit the additional amounts with the Promoter/Owner.

4.8 The Purchaser/s hereby agree/s to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post / courier, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

4.9 Time shall be the essence of contract for all payments/ deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree/s and

undertake/s to pay each and every installment within 15 (Fifteen) days of the respective due dates as mentioned in **Annexure H** hereto. Without prejudice to Promoter/Owner's other rights and remedies under this Agreement, if the Purchaser/s fail/s to make the payment within a period of 15 (Fifteen) days, then and in such an event, the Purchaser/s agree/s to pay to the Promoter/Owner interest on all amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by the State Bank of India ("SBI") shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. Provided that, payment of interest shall be without prejudice to the right of the Promoter/Owner to terminate this Agreement on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter/ Owner will be first appropriated towards interest receivable by the Promoter/ Owner.

4.10 If the Purchaser/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter/Owner under this Agreement, in the same manner detailed in **Annexure H** (which will not absolve the Purchaser of its responsibilities under this Agreement).

4.11 It is agreed between the parties that in the event the Purchaser/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Purchaser/s, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter/Owner and the concerned Banks/Financial Institutions shall apply and the Purchaser/s shall comply with the same. The Promoter/Owner shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter/Owner.

4.12 In addition to the Total Consideration and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/ reimburse to the Promoter/Owner, forthwith on demand, his/ her/their/its proportionate share of increased development charges or other charges/deposits

and/or increased in respect thereof in case the Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.

4.13 The Purchaser/s further agree/s, declare/s and undertake/s that in the event of delay in payment of any installment or any other amount under this Agreement or otherwise, the Promoter/Owner is entitled to raise, recover and receive the amount of interest at any point of time.

4.14 The Total Consideration mentioned in **Annexure “H”** and the deposits/ charges mentioned in **Annexure “I”** to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted his/her/their/its irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law.

4.15 The Purchaser/s agrees and understands that Promoter has agreed to sell the said Flat/premises to the Purchaser/s on the specific assurance of the Purchaser/s that the Purchaser/s:

- a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure “H”** and other charges and deposits as set out in **Annexure “I”**, without any delay or demur for any reason whatsoever;
- b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
- c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.16 It is clarified and the Purchaser accords his irrevocable consent to the Promoter that at their sole discretion to appropriate any payment made by him, notwithstanding any communication to the contrary, in any manner or as follows:

- a. First, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;

- b. Secondly, towards Interest due as on the date of payment;
- c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the said Flat/premises or any other administrative or legal expense incurred by the Promoter on account of delay in payment by the Purchaser and consequential actions required to be taken by the Promoter; and
- d. Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/Premises under the Agreement.

Without prejudice to all other rights and remedies available under these presents and/or law for the purposes of this Clause and this Agreement, "Cheque Bouncing Charges" shall mean the charges of Rs.2000/- (Rupees Two Thousand only) payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed'.

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

5. SECURITIZATION OF THE TOTAL CONSIDERATION

- 5.1 The Purchaser hereby grants his 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 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 for the said Flat/premises 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 under this Agreement to the extent of such payment.

6. OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER:

- 6.1 The Promoter/Owner hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat/ Premises to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the said Flat.
- 6.2 The Purchaser/s is / are aware that the perspectives / elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter/Owner at its sole discretion may think fit and proper or as may be required by the concerned authorities to be made in them or any of them. The Purchaser/s shall have no objection / complaints of whatsoever on that account and hereby give his / her / their / its irrevocable consent for such changes. Provided however that if such changes adversely affect the said Flat, then the Promoter/Owner shall obtain the Purchaser/s prior written consent except where such changes are required by the authorities concerned or due to change in law.
- 6.3 It is specifically understood that the brochures, advertising and marketing material published by the Promoter/Owner from time to time in respect of the said Building is merely an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the said Building, colour schemes, vehicles, etc. to increase the aesthetic value only and is not factual. The brochure / master plan is the tentative projection of the whole plan of the said Property. There may / will be variations depending on the practical and technical problems or if so desired by the Promoter/Owner and therefore the said Property/Owner shall not / may not be the same as in the brochure / master plan. The Promoter/Owner shall not be liable for such variations nor will the Purchaser/s question the Promoter/Owner regarding the same in any manner.
- 6.4 The Parties agree that the Promoter/Owner shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications as the Promoter/Owner may deem fit and proper or as may be required by the concerned authorities as long as the same does not adversely affect the said Flat. The Purchaser/s hereby irrevocably agree and give his / her / their / its irrevocable consent to the Promoter/Owner for carrying out amendments, alterations, modifications and/or variations in respect of the said Building and/or the said Project and/or the said Property, without materially affecting the area of the said

Flat. Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the said Flat, then the Promoter/Owner shall obtain the Purchaser/s prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.

6.5 The Parties agree that the Promoter/Owner shall be entitled to develop the said Property in phase-wise manner as the Promoter may desire. The Promoter/Owner is retaining unto itself full rights for the purpose of providing ingress or egress to the Purchaser/s from the said Property in the manner deemed fit by the Promoter/Owner and the Purchaser/s unequivocally consent/s / agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge/s that hardship may be caused during such time and undertakes expressly never to object to the same.

6.6 The Promoter/Owner hereby declares that the Promoter is entitled to present/future Floor Space Index (FSI) available in respect of the said Property as per the prevailing Development Control Regulation (DCR) and that no part of the said Floor Space Index has been utilized by the Promoter/ Owner elsewhere for any purpose whatsoever. The Promoter/Owner are also entitled to avail the benefit of FSI under Regulation 33 (24) under the DCR or such other scheme as is permissible in law.

6.7 In addition to the above, the Promoter/Owner has further informed to the Purchaser/s that as per the prevailing rules and regulations of the DCR and/ or the Municipal Corporation of Greater Mumbai, the Promoter/Owner is additionally entitled to purchase and load Transferable Development Right (TDR) on the said Property for construction purposes and the Promoter/Owner shall carry out the construction activities on the said Property as per the discretion of the Promoter/Owner.

6.8 Notwithstanding anything to the contrary or otherwise contained herein, pursuant to the rights of exploitation of the potential (now or future) of the said Property reserved unto the Promoter/Owner, the Promoter/Owner shall, at all times hereafter including before transfer / lease / conveyance of the said Building in favour of the Organisation or Apex Body (as defined hereinafter), have unfettered and unrestricted right to avail the FSI as may be permissible and in the manner and ratio as the Promoter/Owner deem fit and in particular:

- i) To utilize such FSI now or hereafter available and relating to the said Property or any part thereof in any manner whatsoever in its entire discretion either on the said Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands;
- ii) To utilize such FSI now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible;
- iii) To utilize FSI now or hereafter available as may be permitted in respect of variation or reduction of open spaces, etc. of the said Property in the structure/s to be constructed on the said Property and/or any part thereof;
- iv) To utilize such FSI as the Promoter/Owner may obtain or acquire by way of transfer of development rights from or in respect of any other land or property or structure/s by construction of additional floors on the structure/s to be constructed on the said Property;
- v) In any of the aforesaid cases, the Promoter shall furnish to the Organisation/Apex Body all detailed particulars in respect of such utilization of (on completion of the development of the said Property) the FSI by the Promoter/Owner. The FSI (residual, additional, transferred or otherwise) in respect of the said Property not consumed will be available to the Promoter upto the date of transfer / lease / conveyance of the said Building in favour of the Organisation/Apex Body as herein contained.

6.9 It is hereby agreed between the Parties that balance FSI / TDR if any in respect of the said Property belongs to the Promoter/Owner alone and that the Purchaser/s as also other Purchaser/s and/or Purchaser/s of various apartments/flats/units/premises in the said Building shall not have any right, title and interest therein. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the said Building being put up and/or at any time further construction on the said Property is allowed, the Promoter/Owner shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Purchaser/s shall not be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the

Promoter/Owner in any manner they choose. The Promoter/Owner shall be entitled to float the FSI / TDR of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.

6.10 The Promoter/Owner shall at all times before the transfer / lease / conveyance and vesting of the said Building with the Organisation/Apex Body / have the absolute right to make or cause to be made additions, alterations, raise additional floors or structure/s at any time or construct new structures on the said Property as may be permitted by the concerned authorities and such additions, alterations and/or additional floors or structures shall be the sole and exclusive property of the Promoter/Owner who shall be entitled to deal with or dispose of the same in any way it chooses and the Purchaser/s hereby consent/s to the same.

6.11 The Purchaser/s hereby further agree/s that after the Organisation/Apex Body is formed and registered, the Purchaser/s as member/s of such Organisation/Apex Body shall give to the Promoter/Owner all such facilities, assistances and co-operation for the aforesaid purpose and the Promoter/Owner shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities to the additional floors or structures which may be constructed by the Promoter/Owner on the said Building or to the new structure/s and the Purchaser/s hereby consent/s to the same.

6.12 It is an express condition of this Agreement that all such agreements entered into by the Promoter/Owner with any person/s in respect of any apartments comprised in the said Property and/or the structure/s thereon shall be binding on the Purchaser/s and all other Purchaser/s and/or Purchaser/s of the other apartments/flats/units/premises in the said Building and/or the said Project and that the Purchaser/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Promoter/Owner with other person/s with regard to such apartments/flats/units/premises as aforesaid and the Purchaser/s hereby undertake/s and give/s his / her / its / their consent to the Promoter/Owner to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Purchaser/s as the Purchaser of the said Flat or as constituent/s of the Organisation/Apex Body as may be required from time to time to enable the Promoter to carry out its part of such agreement/s as aforesaid.

6.13 Representations and Warranties of the Promoter/Owner:

The Promoter hereby represents and warrants to the Purchaser as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- 6.13.1 The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- 6.13.2 There are no encumbrances upon the said Project except those disclosed in this Agreement and the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- 6.13.3 There are no litigations pending before any Court of law with respect to the said Project except those as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- 6.13.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and common areas;
- 6.13.5 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may be prejudicially affected;
- 6.13.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Flat, which will, in any manner, adversely affect the rights of Purchaser under this Agreement;
- 6.13.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;

- 6.13.8 In accordance with Clause 16, the Promoter shall handover to the Organisation, lawful, vacant, peaceful, physical possession of the structure of the building, together with common areas so long as they shall be forming part of the said Building;
- 6.13.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax, NA tax and other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities only till the date of possession notice plus a period of 7 days as more particularly described in Clause 12.5 hereinbelow after which Purchaser only shall be liable to bear and pay proportionately such rates taxes, charges etc. alongwith other purchasers;
- 6.13.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the said Property and/or the said Project except those disclosed to the Purchaser.

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S

The Purchaser/s represent/s and warrant/s to the Promoter/Owner that:

- a) He/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be;
- b) No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of his/her/their/its assets and/or properties;
- c) None of his/her/their/its assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- d) No notice is received from the Government in India (Central, State or Local) and/or from abroad for his/her/their/its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them/it;

- e) No execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
- f) He/she/they/it is/are not of unsound mind and/or is/are not adjudged to be of unsound mind;
- g) He/she/they/it has/have not compounded payment with his/her/their/its creditors;
- h) He/she/they/it is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- i) That he/ she/ they/it has/have already complied with all the applicable requirements/provisions of the Income Tax Act, 1961, and any applicable rules/regulations/circulars/notifications issued by any other concerned authorities including the Reserve Bank of India (“RBI”) (in case of Non Resident Indian etc.) before entering into this Agreement for Sale with the Promoter/Owner. Any breach or violation of any such Acts or Rules or Laws by the Purchaser/s shall be entirely at his/her/their/its own cost and risk.
- j) He/she/they/it is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.

The Promoter/Owner considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement in reliance of the same.

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

8.1 In the event that, -

- (a) The Purchaser/s terminate/s this Agreement for any reason whatsoever excluding any termination due to a default of the Promoter/Owner under RERA, or
- (b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her/their/its proportionate share

of property taxes levied by concerned local authority and other outgoings, deposits etc.)

- (c) The Purchaser/s has / have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up;
- (d) A receiver and/or liquidator and/or official assignee or any other person is appointed in respect of all or any of the assets and/or properties of the Purchaser /s;
- (e) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 8.1(b) and 8.1(e), the Promoter/Owner shall have given to the Purchaser/s 30 (thirty) days prior notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this Agreement and giving the Purchaser/s an opportunity to remedy such breaches within aforesaid period of 30 days of such notice. In the event the Purchaser/s fail/s to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter/Owner has refunded any amounts to the Purchaser/s.

- 8.2 Upon such termination of this Agreement as per Clause 8.1 above, the Purchaser/s consents and agrees that 10% of the Sale Consideration amount shall stand forfeited alongwith and in addition to all taxes paid by the Purchaser (like GST etc.), interest due and payable for delayed payment, stamp duty, registration fee and registration expenses, brokerage and other loss and cost incurred by the Promoter (hereinafter referred to as the “**Retained Amount**”). The Promoter may refund the balance Sale Consideration received after adjusting and retaining all the above mentioned Retained Amounts including the 10% of the Sale Consideration of the said Flat. . The refund amount shall be due and payable to the Purchaser/s by the Promoter only after execution and registration of the Deed of Cancellation of this Agreement. In the event that the Sale Consideration paid till date of the termination is less than 10% of the Sale Consideration, the Promoter shall be entitled to retain the entire Sale Consideration paid including right to recover the deficit amount, as stated hereinafter. It is agreed that upon such termination, the Purchaser/s shall within 7 days of receipt of a notice from the Promoter, sign, execute, and register Deed of

Cancellation with respect to the said Flat. In the event Purchaser/s fails to do so, the Promoter/ Owner shall be entitled to retain all amounts paid till date by the Purchaser/s and further the Purchaser/s shall not be entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Promoter/ Owner shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this Agreement. It is agreed by the Purchaser/s that irrespective of whether the Purchaser/s executes the Deed of Cancellation or has received the refund amount, upon the Promoter/Owner terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever against the said Flat or any part thereof and/or against the Promoter/Owner and the Promoter/Owner shall be at liberty to dispose and sell the said Flat to such person and at such consideration as the Promoter/Owner may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser/s has been refunded. It is further expressly agreed and understood between the Promoter/ Owner and Purchaser/s that the Promoter/Owner shall not be liable to refund the amount equivalent to refund amount to the Purchaser/s till such time the said Flat/ Premises is sold by the Promoter/Owner to the third party

8.3 In the event of such termination, if the monies paid by the Purchaser/s are less than the total dues recoverable, then the Purchaser/s shall be liable to pay the difference amount to the Promoter/Owner within 7 (seven) days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. The Promoter shall in the event of non-payment, be entitled to recover the due amount from the Purchaser/s.

8.4 The refund of any amounts by the Promoter/Owner shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, VAT, Service Tax, Goods and Service Tax, interest paid on default payment, stamp duty, registration charges, brokerage etc. and the Promoter/Owner shall not be liable to refund such amounts paid in respect thereof.

8.5 The Promoter/Owner shall also be entitled to adjust and retain any other amount which may be payable to the Promoter/Owner by the Purchaser/s.

8.6 In the event that the Purchaser/s terminate/s this Agreement due to failure of the Promoter/Owner to give possession of the said Flat within the period agreed herein,

then the Promoter/Owner shall refund to the Purchaser/s the booking amount/ earnest money or any other amounts till then paid by the Purchaser/s to the Promoter/Owner with interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have expressed his/ her/ their/its desire to cancel/terminate this Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter/Owner from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter/Owner within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

8.7 If the Purchaser/s has/have availed of a loan from financial institutions or banks or any other lender (hereinafter referred to as the “**Lender**”) against the security of the said Flat for which a written No Objection Certificate/consent and approval of the Promoter/Owner has been issued, then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the Total Consideration amount or any other amount, (b) the Purchaser/s deciding to cancel/terminate the Agreement and/ or, (c) the Promoter/Owner exercising his/her/their/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 No Objection Certificate (“**NOC**”) issued by the Lender and/or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and No Objection Certificate issued by the Promoter/ Owner, receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared all amounts due and payable to the Lender. Notwithstanding the above, the Purchaser/s’ obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

8.8 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards Total Consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter/Owner to charge interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 (thirty) days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due till such time that the payments are made.

8.9 All costs in connection with the procurement of such loan and mortgage of the said Flat and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser/s. Only after obtaining the written permission of the Promoter/Owner, the Purchaser/s shall be entitled to create any charge, mortgage, lien or encumbrances in respect of the said Flat or any part thereof in favour of any person or entity including any bank or financial institution.

9. AMENITIES:

The Promoter/Owner has agreed to provide the amenities/ facilities in the said Flat as per details mentioned in the **Annexure "J"** hereto and the Purchaser/s confirm that the Promoter/Owner shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

10. COMMON AREAS AND RESTRICTED AREAS:

10.1 It is expressly agreed that the Purchaser/s shall be entitled to use in common with other purchasers/occupants in the said Building and/or the said Project the common areas and facilities, the nature, extent and description of such common facilities are set out in the **Annexure "K"** hereto annexed. It is hereby agreed that the areas mentioned in the **Annexure "K"** under the heading Common Areas/Facilities only shall be common areas/ facilities and the Promoter/ Owner shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of flats in the said Building and/or the said Project. The Purchaser/s hereby agree, declare and confirm that save and except the said specifications, fixtures, fittings and amenities, the Promoter/Owner shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and amenities in the said Building and/or the said Project and/or said Property. Further, though the Promoter/Owner has proposed to

provide certain facilities as mentioned in the sanctioned plans, the Promoter/Owner has the right to add, alter, amend or relocate any or all of the above facilities without being liable to the Purchaser/s in any manner whatsoever. The Promoter/Owner shall also be entitled to locate / relocate / shift / amend / modify / substitute any of the above Amenities as may be desired by the Promoter/Owner from time to time.

- 10.2 If the Promoter/Owner develops the balance portion of the said Property and if any common amenities and facilities are provided for, then the Promoter/Owner may, at its discretion, permit the Purchaser/s to use in common these facilities as per the terms and conditions that may be laid down by the Promoter/Owner for the same.
- 10.3 The Promoter/Owner has informed and the Purchaser/s has/have agreed that the common amenities/facilities including club house will be completed in a phased manner and the same may not be ready at the time of handing over possession of the said Flat and the Purchaser/s hereby agree/s not to raise any dispute in this regards at any point of time.
- 10.4 All natural materials that are to be installed in the said Project and/or in the flat and/or that form a part of the flat amenities including marble, granite, natural timber etc. contain veins and grains with tonality differences and their non-conformity, natural discoloration or tonal differences/variations at the time of installation will be unavoidable.
- 10.5 The Promoter will try to maintain the uniformity of shade and colour of tiles / marble fitted for usage in the said Flat. However, there may be variations in the same as there may be variations in the shades in batches procured from the manufacturers/suppliers from time to time. The Promoter will try to procure the best possible match in such cases but the same is not legally binding on the Owner. The Purchaser/s shall not hold the Promoter liable or responsible for any variations in the shades of the tiles/marble in the flat however the variation in the shade upto 10% of the tiling area is hereby accepted by the Purchaser/s and the Purchaser/s shall not raise any dispute in this regards at any point of time.
- 10.6 The warranties of equipment, appliances and electronic items installed in the flat by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it agreed and

acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contract shall be obtained by the Purchaser/s.

11. RIGHTS OF THE PROMOTER/OWNER:

- 11.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat /Premises agreed to be sold by the Promoter/Owner to the Purchaser/s and all other flats shall be the sole property of the Promoter/Owner and the Promoter/Owner shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.
- 11.2 The Promoter/Owner shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to,
- (i) Acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) Amalgamation of the said Property with any adjoining plots of land;
 - (iii) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Project shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their/its irrevocable consent and no objection to the Promoter/Owner to carry out the necessary acts, deeds, matters and things.
- 11.3 The Promoter/Owner plans to construct and develop the said Property further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia will include the following:
If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other manner) is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter/Owner shall be entitled to construct such additional floors, wing/s as per the revised Building plans and deal with the same in the manner the Promoter/Owner deems fit and proper and the Purchaser agrees and accepts that the Purchaser shall not demand sub-division of

the said Property in any manner whatsoever..

- 11.4 The Purchaser/s expressly consent/s and confirm/s the irrevocable and unfettered right of the Promoter/Owner to complete the said Project including inter alia to construct the said Buildings and other structures (if any) on the said Property and/or additional floors on the said Building and/or any other structure/s being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions/ approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmations shall be treated as irrevocable No Objection (“NOC”)/consent/ permission given by the Purchaser/s, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, subject to and as long as the total area of the said Flat is not reduced subject to a variation cap of 3% (three percent).
- 11.5 The Promoter/Owner shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise or reduce floor/storey/s or put up additional structure/s as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storey/s will be the sole and absolute property of the Promoter/ Owner alone.
- 11.6 The Promoter/Owner will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser/s shall not have any right to object, and it is expressly agreed that the Promoter/Owner shall be entitled to put a hoarding or give on lease site for cell base station and telecom buildings on the said Property or on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter/Owner is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building as the case may be and the Purchaser/s agree/s not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the total consideration of the said Flat agreed to be acquired by him/ her/ them/it and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter/Owner. The Promoter/Owner shall be entitled to install its logo in one or more places in or upon the said Building and the Promoter/ Owner, for all times and the Purchaser reserves to itself full and free right

of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

11.7 The Purchaser/s hereby further agree/s and covenant/s with the Promoter/ Owner to sign and execute all papers and documents in favour of the Promoter/Owner or otherwise as may be necessary for the purpose of enabling the Promoter/ Owner to complete the said Project i.e. to construct the said Building, structures and/or additional floors in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter/ Owner may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Municipal Corporation of Greater Mumbai or any other appropriate authorities in that behalf as well as for the construction of such building, structures and/or additional floors in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is/ are not in any manner materially adversely affected. The said Purchaser/s agree/s that the said consent is irrevocable.

11.8 The Purchaser/s is/are aware and confirm/s that the Promoter/Owner shall be entitled to complete the development of the said Property in a phase wise manner.

11.9 The Purchaser/s agree/s and gives his/ her/ their/its irrevocable consent/s to the Promoter/Owner for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property and/ or to the further Building plans including the layout plans, designs and elevations etc. which are made available either at the Promoter/Owner's office or on the website of the Real Estate Authority. Further, the Promoter/Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

11.10 The Purchaser/s irrevocably agree/s not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoter/Owner for carrying out amendments,

alterations, modifications, variations as aforesaid or to the further Building plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed on the said Property that are permissible as per the provisions of law.

11.11 The Promoter/Owner shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the said Property as permissible under law.

11.12 The Purchaser/s is/ are aware that proposed Building may be constructed with concession in open spaces/ joint open spaces and the Promoter/ Owner has executed registered undertaking in favour of the Municipal Corporation of Greater Mumbai. It is further agreed between the parties that all undertakings, declarations, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter/ Owner in favour of the concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and Organization/Apex Body formed of the Purchaser/s of the apartments/flats/units/premises in the said Building and/or the said Project.

11.13 In the event of the Organisation/Apex Body being formed and registered before the sale and disposal by the Promoter/Owner of all the flats in the said Building and/or the said Project, as the case may be, the power and authority of the Organisation/Apex Body so formed or the Purchaser/s and the Purchaser/s of all other sold flats in the said Building and/or the said Project as the case may be, shall be subject to the overall authority and control of the Promoter /Owner in respect of any of the matters concerning the said Building and/or the said Project, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter/Owner shall have the absolute authority and control as regards the unsold flats and disposal thereof. The Promoter/Owner shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flats, if any. In case the Organisation/Apex Body is formed before the disposal by the Promoter/Owner of all the flats then the Promoter/Owner shall at its option (without any obligation) join in as a member in respect of such unsold flats and as when such flat/s are sold, the Organisation/Apex Body shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

11.14 It is clarified that the Promoter/Owner shall never be liable or required to pay any transfer fees / charges and/or any amount, maintenance, compensation whatsoever

to the Organisation/Apex Body for the sale or transfer of the unsold flats in the said Building or the said Project even after the transfer / lease / conveyance with respect to the said Building and/or the said Property is executed in favour of the Organisation/Apex Body.

- 11.15 Till the entire development of the said Property is completed and the building completion certificates have been obtained for all the structure/s and/or Building comprised thereunder, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter/Owner alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter/Owner in this regard.
- 11.16 The Purchaser/s is/are aware that the Promoter/Owner will be developing the said Project on the said Property on such terms and conditions as the Promoter/ Owner may deem fit and shall be entitled to all the benefit of Floor Space Index (FSI) or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter/Owner deems fit and the Promoter/Owner shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Promoter/Owner and the Purchaser/s expressly and irrevocably consent/s to the same.
- 11.17 The Promoter/Owner shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat which is agreed to be sold to the Purchaser/s.
- 11.18 In the event of the Promoter/Owner having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter/Owner in proportion to the carpet area of the said Flat/Premises or

otherwise as may be determined by the Promoter/Owner and non- payment of the same, shall constitute a breach of this Agreement.

- 11.19 The Promoter/Owner shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter/Owner shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the Building constructed thereon.
- 11.20 Under the present Agreement, the Promoter/Owner has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter/Owner is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter/Owner or their nominees or transferees on these account.
- 11.21 Notwithstanding the other provisions of this Agreement, the Promoter/ Owner shall be entitled to nominate any person (“**project management agency**”) to manage the operation and maintenance of the building(s), and the common amenities, facilities and infrastructure on the said Property including but not limited to the said Building, until the Organisation/Apex Body is formed and the charge for maintenance is handed over to the said Organisation/Apex Body or until the said Project is completed (as at the complete discretion of the Promoter/ Owner). The Promoter/Owner shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the said Building and the additional buildings/structures that may be developed in the said Property including the Purchaser/s (save and except the unsold flats of the Promoter/ Owner) on a pro rata basis as part of the development and common infrastructure charges referred to herein.
- 11.22 In such event, the Purchaser/s agree/s to abide by any and all terms, conditions, rules and/ or regulations that may be imposed by the Promoter/Owner or the project

management agency, including without limitation, payment of the Purchaser/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and said Building constructed thereon and inclusive of the payment fees of the project management agency.

- 11.23 The Promoter/Owner shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property and the said Buildings/or additional wings thereon, till such time as the said Property together with the said Building constructed thereon are transferred to the Organisation/Apex Body. Notwithstanding the transfer to the Organization/Apex Body the Promoter/Owner may be entitled to put illuminated signs/ boards regarding its brand name or group company name on any part of the said Building.
- 11.24 The Promoter/Owner shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed and/or the said Project is completed.
- 11.25 Save and except or otherwise not to reduce any area of the said Flat subject to a variation cap of 3% (three percent) as stated herein, the Promoter/Owner shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter/Owner shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter/Owner may deem fit and proper in their absolute discretion.
- 11.26 The Promoter/Owner shall be entitled to amend, modify and/ or vary the building plans, and/or the specifications in respect thereof, without reducing area of the said Flat subject to a variation cap of 3% (three percent).
- 11.27 Notwithstanding anything contained under this Agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement

and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

- 11.28 Irrespective of disputes if any, which may arise between the Promoter/ Owner and the Purchaser/s and/or the Organisation and/or the Apex Body, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Promoter/Owner, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter/ Owner and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.
- 11.29 The Promoter/Owner shall be entitled to transfer and/ or assign the benefit of additional FSI/ TDR or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume TDR. or any other benefits or advantages to any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above, subject to obtaining the relevant permissions from the authorities in respect thereof.
- 11.30 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/Owner, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.
- 11.31 In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter/Owner shall be entitled to sub divide/ amalgamate the said Property with the neighboring property, and/or after sub division/amalgamation again amalgamate/sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/or ask for any modification and/or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections for Promoter/Owner exercising their aforesaid power.

- 11.32 Under the present Agreement, the Promoter/Owner has agreed to sell and transfer only the said Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they/it shall not claim any right, title and interest in the said Property or any part thereof or in the said Building on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have rights only in respect of the said Flat agreed to be sold to him/her/them/it and only upon full payment of the Total Consideration and other charges and deposit, which are payable under this Agreement.
- 11.33 Under the present Agreement and at this stage, the Promoter/Owner intends to use actual FSI and TDR alongwith any additional TDR purchased or FSI on payment of premium on the said Property and IOD and Plans have been approved presently only of an actual FSI of the said Property. The Promoter/ Owner, however, reserve its right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/any other development potential that may become available in future in accordance with provisions of law, in respect of the said Property and TDR of any other property for construction of additional buildings/ wings/floors on the said Property. For all times in future, Promoter/ Owner shall be entitled to use/consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property, along with Building/s thereon, have been executed, in favour of the Organization/Apex Body that is to be formed by the Purchaser/s of various premises in the said Building/s and the other buildings/structures to be constructed in the said Project and as permissible under the applicable laws.
- 11.34 For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter/Owner shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter/Owner may think fit and proper and to do all such things, as may be necessary for this purpose.
- 11.35 The Promoter/Owner shall be entitled to purchase, load, consume additional and/ or balance FSI/ TDR now available or which may hereafter become available, under DCR or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including FSI available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible under the applicable laws.
- 11.36 The Purchaser/s do hereby give his/her/their/its irrevocable consent and no objection to the Promoter/Owner for carrying out any such additional construction

on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose of cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

11.37 The Purchaser/s hereby grant/s his/her/their/its irrevocable consent to the Promoter/Owner for mortgaging the said Property or any part thereof along with the Building being constructed on the said Property including the said Building save and except the said Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter/Owner to augment the fund for the Promoter/Owner for development of the said Property. The Promoter/Owner shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the Organisation/Apex Body formed of all the Purchaser/s in the said Building and/or the said Project, as the case may be.

11.38 The Purchaser/s hereby also grant/s his/her/their/its irrevocable authority, permission and consent to the Promoter/Owner and agree/s and undertake/s that:

- i) The Purchaser/s shall at his/her/their/its sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter/ Owner and which the Promoter/Owner may in its sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
- ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/ or the said Building or any part thereof. The Purchaser/s shall have no claim save and except in, upon and/or on, the said Flat hereby agreed to be sold hereunder, and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter/ Owner until the said Property and said Building are conveyed to the Organization/Apex Body as herein, mentioned.

- iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Organization/Apex Body. For all or any of the purposes mentioned under this Agreement, the Promoter/ Owner shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, 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.
- iv) The Promoter/Owner has provided and/or will provide certain amenities plot / area/ facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or his/her/their/its nominee/s or assignee/s or in their individual capacity and/or as members of the Organisation/Apex Body (as and when formed) hereby specifically and unconditionally agree/s and undertake/s that all the TDR/ FSI and any other benefits/advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter/Owner alone and Purchaser/s or his/her/their/its nominee/s or assignee/s hereby waive/s all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter/ Owner and Purchaser/s and/ or Organization/Apex Body shall not raise any claim or objection on the same.
- v) The Promoter/Owner has further informed the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason of whatsoever nature, the Promoter/Owner will exclusively be entitled to make or use such claim or benefits/advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization or Apex Body will not have any claim, objection or protest of any nature at any time in future.
- vi) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization/Apex Body, the Purchaser/s hereby specifically and unconditionally agree/s and undertake/s that the Promoter/Owner alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall

solely and exclusively belong to the Promoter/ Owner alone and Purchaser/s or his/her/their/its nominee/s or assignee/s hereby waive/s all such claim, etc.

- vii) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of his/her/their/its assignee/s or nominee/s will have any claim, right, title or interest on any parts of the said Project and/or said Property and/or the said Building including but not limited to the open space/s, car parking/s (except the Car Parking Space allotted as per the terms of this Agreement), amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
- viii) The Promoter/Owner has further informed to the Purchaser/s that the Promoter/Owner will be developing the adjoining plots/ portions and Purchaser/s undertake/s, declare/s and confirm/s that at no point of time he/she/they/it or anybody on his/her/their/its behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter/ Owner.
- ix) The terrace on top of the said Building shall be a part of the common area/amenities available and no individual Purchaser/s shall have exclusive right to the same.

11.39 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

12. POSSESSION:

12.1 The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for handing possession provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to receipt of all permissions including Environment Clearance Certificate by MOEF and subject to force majeure, the Promoter/Owner shall endeavour and expects to give possession of the said Flat on or before 31st March 2026 as intimated to the Purchaser/s. The possession date mentioned by the Promoter/Owner in the RERA Registration Certificate is also **31st March 2026 (“Possession Date”)** and for all claims/liabilities /legal purposes RERA Project Completion date alone shall be considered subject to any extension as may be granted by RERA.

- 12.2 The Promoter have informed and the Purchaser/s have agreed that the common amenities/facilities including club house/fitness center will be completed in a phased manner and the same may not be ready at the time of possession and the Purchaser/s hereby agree not to raise any dispute in this regards at any point of time.
- 12.3 If the Promoter/Owner is unable to give possession of the said Flat to the Purchaser/s in the time prescribed in 12.1 above, the Promoter/Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter/ Owner in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. excluding the interest due and payable by the Purchaser for the delayed payment taxes and the stamp duty, registration charges, registration expenses, brokerage and other loss and cost incurred by the Promoter/Owner. It is expressly clarified that on such termination, the Purchaser/s shall have no rights of any nature whatsoever over the said Flat and the Promoter/Owner shall be entitled to dispose of/ deal with the same as it solely deems fit.
- 12.4 The Purchaser/s agrees that the refund of the payment and the interest/ damages mentioned under this Agreement constitutes the Purchaser/s' sole remedy in such circumstances and the Purchaser/s forgoes any and all his/ her/ their/its rights to claim against the Promoter/Owner for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.
- 12.5 The Purchaser/s shall take possession of the said Flat within 7 (Seven) days of the Promoter/Owner giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation, after making all payments under this Agreement. In the event the Purchaser/s fail/s and/or neglect/s to take possession of the said Flat within the said period, the Purchaser/s shall be liable to pay the Promoter/Owner compensation presently calculated at the rate of Rs.10/- (Rupees Ten only) per sq.ft. of the carpet area per month or part thereof till such time the Purchaser/s take/s possession of the said Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has/have taken possession from the expiry of the 7th (seventh) day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The

Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s take/s possession of the said Flat or not. In case of nonpayment, Promoter/ Owner shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect any loss or damage that may be caused to the said Flat from the expiry of 7 (seven) days from the notice of possession.

12.6 **FORCE MAJEURE**

12.6.1 Notwithstanding anything contrary contained in this Agreement the date of handing over possession of the said Flat and/or/ Possession Date as mentioned in Clause 12.1 hereinabove shall be extended for the period during which a force majeure event exists as defined under the applicable provisions of RERA and/or any other applicable laws.

12.6.2 A force majeure event shall include (a) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts and natural catastrophes, (b) any epidemic or pandemic and/or any order issued by any competent authority pursuant to any epidemic or pandemic, (c) hindrance, interference or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (d) claim, dispute, litigation, notice, prohibitory order, order, judgement, decree, rule, regulation, notification or directive, and/or polices of Governmental Authorities and/or terms and conditions or any approvals, which affects the Project Land and/or the Project and/or the development thereof and/or the Project, (e) the Promoter has complied with all its obligations and terms and conditions but there is delay or refusal to issue any of approvals, including occupation certificate/s, as may be required in respect of the Project to be issued by any Governmental Authority, and (f) any other circumstances that may be deemed reasonable by the Government Authority any legislative order or regulation or direction of the Government or Public authorities (not attributable to any action of the Owner, which is finally decided in law to be illegal), or in the event of any change in rules or order/ direction of any Court, authority or body, due to which the Owner is unable to complete the aforesaid Building and/ or give possession of the said Premises to the Purchaser/s in the time prescribed in 12.1 and 12. 3 above or at all.

12.6.3 In the event of occurrence of any of the above, then the possession date as mentioned in clause 12.6.1 above shall stand extended for the period that the force majeure event continues and/or has continued and an additional period of 30 days for remobilization in which case the possession date shall automatically stand revised to and substituted by the revised Possession Date as communicated by the Promoter.

13. BUILDING PROTECTION DEPOSIT

The Purchaser/s shall, on or before the possession of the said Flat, pay to the Promoter/Owner the Building Protection Deposit as mentioned in Annexure I, which shall be returned/refunded to the Purchaser/s after completion of fit-out/interior work by the Purchaser/s and subject to the possession policy and policy of permissible changes of the Promoter/Owner.

The Purchaser/s hereto agree/s and acknowledge/s that, in order to claim the return/refund of the said Building Protection Deposit, the Purchaser/s shall notify the Promoter/Owner about completion of all fit-out or interior works in the said Flat. On receiving this notification, the Promoter/Owner representatives/ nominees shall inspect the said Flat, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned/refunded.

In the event any violations are observed by the Promoter/Owner's representatives/nominees then same shall be intimated to the Purchaser/s and the Purchaser/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/their/its cost and risk. In the event the Purchaser/s fail/s to do the same, then the Promoter/Owner shall get the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

14. DEFECT LIABILITY

14.1 If within a period of 5 (Five) years from the date of making available the said Flat to

the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s bring/s to the notice of the Promoter/Owner in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter/Owner at their own costs. Provided, if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser/s or due to the negligent use, act or omission of the Purchaser/s or his agents or by others occupying the said Building, then the Promoter/Owner shall not be liable for the same.

14.2 The obligation under the Defect Liability Provisions of this Agreement will be immediately discharged if any such changes are made to the following: -

- a) Elevators, Water pumps, Firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS).
- b) Civil, Electrical, Plumbing, Waterproofing etc.

15. CAR PARKING

15.1 The Purchaser/s is/ are aware that as a part of the said Building, the Promoter/Owner may construct multilevel podium and three levels of basements which consist of several open/covered/ stilt / mechanically operated car parking spaces and the basement car parking to be constructed by the Promoter in the said Project which may not be a part of the said Buildings to be used by the purchasers of the residential flats/commercial premises in the said Building.

15.2 The Promoter/Owner hereby allocates to the Purchaser/s car parking space/s (hereinafter referred to as “**the said Car Parking Space**”).

15.3 The Purchaser/s hereby agree/s and confirm/s that he / she / they/it will not carry out any construction work and/or put up any fabrications of steel, etc. and/or will not block the access of other Purchaser/s in the said Building for accessing their own car parking space/s. The Purchaser/s will not be permitted to put any obstructions, barricade, partition, etc. around the said Car Parking Space and he / she / they/it will not use the said Car Parking Space for any other purpose but for

parking their own vehicle/s.

- 15.4 The Purchaser/s is/are aware that only open car parking space, (if any allotted) is part of the said Buildings common amenities which shall be subject to the Purchaser/s right to use, and shall be owned by the Promoter/ Owner/Organisation/Apex Body and the Purchaser's right to use such open car parking space/s shall be subject to the rules and regulation as and when framed by Promoter/Organization in respect of the said Buildings.
- 15.5 The Purchaser/s is/are aware that the Promoter/Owner shall be allocating other car parking space/s like cover/stilt/podium etc. to several purchasers of the flats in the said Buildings/Project and Purchaser/s the Purchaser/s undertake/s not to raise any objection in that regard and the rights of Purchaser/s to raise any such objection shall be deemed to have been waived. The Purchaser/s hereby accord/s his/her/their/its irrevocable and unconditional consent to the Promoter/Owner to sell/allocate the other car parking spaces to the purchasers of the respective apartments/flats/units/premises in the said Building. The Purchaser/s hereby confirm/s, warrant/s and undertake/s to use the said Car Parking Space so allocated to him/ her/ them/it for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby warrant/s and confirm/s that the Purchaser/s shall upon formation of the Organisation/ Apex Body, as contemplated herein, cause such Organisation/Apex Body to confirm and ratify the allocation of car parking spaces in the manner allocated by the Promoter/Owner to the various Purchaser/s (including the Purchaser/s herein) of the apartments/flats/units/premises in the said Building. The allocation is for smooth functioning and to avoid disputes between the various Purchaser/s (including the Purchaser/s herein) of the apartments/flats/units/premises in the said Building.
- 15.6 The Purchaser/s is/are aware that stilt car parking, podium car parking and car parking belong to the Promoter/Owner only and the same cannot be used by the Purchaser/s/Ad-Hoc Committee/ Proposed Societies/Managing Committee unless acquired from the Promoter/ Owner under a separate allotment letter and or an Agreement is executed by the Promoter/Owner. The security of Promoter/Owner shall have every right to remove any such car/ vehicles parked by Purchaser/s, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organisation, to ensure that, members

and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom the Promoter/Owner have not allotted any car parking/permitted the same to be used for car parking , and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Promoter/Owner permits the same in writing.

16. ORGANISATION AND APEX BODY:

16.1 The Promoter/Owner shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 (“MCSA”) / condominium under the Maharashtra Apartment Ownership Act, 1970 (“MAOA”) in respect of the said Building and/or the said Project and/or other buildings or other projects that may be constructed on the said Property (herein referred to as the “**Organisation**”) as per provisions of applicable law. It is agreed and understood by the Purchaser/s that the Promoter/Owner may opt, at its own discretion, to form separate Organisation for each of the said Building and/or other buildings that may be constructed on the said Property. The structure of the said Building alone shall be conveyed/transferred in favour of the Organization.

16.2 It is agreed and understood by the Parties that the Promoter/Owner shall form and register an Apex Organisation/ federation (hereinafter referred to as the “**Apex Body**”) comprising of the various Organisation/s formed in respect of the various buildings constructed/to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter/Owner may decide. All such individual Organisations in respect of the said Building or buildings shall become the members of such Apex Body. The said Property shall be conveyed/ transferred in favour of the Apex Body with rights to manage and administer the common areas, amenities, facilities and infrastructures on/upon the said Property.

16.3 The Purchaser/s and the purchasers of the other flats in the said Building shall join in the formation and registration of the Organisation and for this purpose shall from time to time sign and execute the application for registration and/ or membership and all the necessary applications, documents and other papers and writings for the

purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Promoter/Owner within 7 (seven) days of the same being forwarded by the Promoter/Owner to the Purchaser/s, so as to enable the Promoter/Owner to register the Organisation within the time limit prescribed by RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The bye-laws of the Organisation shall be subject to the rights of the Promoter/Owner in respect of the said Building and the said Property as reserved hereunder.

- 16.4 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on its formation (and that of the Promoter/Owner, till such time the Organisation and/ or the Apex Body is formed) and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property including the said Building and the apartments/flats/ units/premises therein and for the performance and observance of building 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 Organisation and/ or the Apex Body (and that of the Promoter/Owner, till such time the Organisation and/ or the Apex Body is formed) regarding occupation and use of the said Flat and the common areas, amenities and facilities of the said Building/the said Project and/or the said Property and shall pay outgoings in accordance with the terms of this Agreement and as shall be determined and demanded by the Organisation and/or the Apex Body (and by the Promoter/Owner, till such time the Organisation and/or the Apex Body is formed), from time to time.
- 16.5 Notwithstanding anything contained herein, upon the Promoter/Owner having completed all the projects on the said Property and having received the purchase price and other charges, taxes, etc. of all the apartments/flats/units/premises sold in the said Project and other projects on the said Property, the Promoter/Owner shall, within 3 (three) months from the date of registration of the Apex Body of all the Organisation/s formed for all the buildings/projects constructed in the said Property, cause to be transferred to the Apex Body, the rights, title and interest of the Promoter/Owner in the said Property by executing and registering the necessary Deed of Conveyance / Lease Deed / Declaration.

16.6 The Promoter/Owner hereby agrees that they shall before execution of a conveyance/ assignment of lease of the said Property in favour of an Organization/Apex Body to be formed by the Purchaser/s of Flats/ shops/ offices/ godowns in the said Building and the buildings to be constructed on the said Property make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title interest or claim of any party or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoter/Owner has absolute, clear and marketable title to the said Property so as to enable them to convey to the said Organisation / Apex Body.

16.7 **RIGHT OF FIRST REFUSAL** - In the event the Purchaser/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Flat and/or the Purchaser/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Flat as well as the Purchaser/s's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

16.7.1 The Purchaser/s shall address a letter ("Offer Letter") to the Promoter/Owner stating therein (i) the name and address of the proposed transferee (ii) the proposed Sale Consideration (such Sale Consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Flat and an explanation of the basis for such calculation.

16.7.2 In the event the Promoter/Owner wishes to exercise the ROFR upon the said Flat, the Promoter shall, at its sole option, be entitled to purchase the said Flat under the Offer Letter at the Offer Price, in which case, the Promoter/Owner shall address a letter to the Purchaser/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Purchaser/s of the Promoter's intention to purchase /acquire the said Flat ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Purchaser/s shall not proceed with the sale/transfer of the said Flat. Upon issuance of the Acceptance Letter, the Purchaser/s shall be bound to sell and/or transfer the said Flat to the

Promoter/Owner or such persons/entities nominated by the Promoter at the Offer Price.

16.7.3 The Promoter/Owner may at its sole discretion, on a written request to that effect made by the Purchaser/s prior to the exercise of the option by the Promoter/Owner as contemplated in Clause 16.7.2 above, dispense with the ROFR upon the Purchaser/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter/Owner is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter/Owner. Only after the Promoter/Owner issues the said letter conveying its decision and only upon the Promoter/Owner receiving the amount decided by the Promoter/Owner for such dispensation, shall the Purchaser/s be entitled to sell the said Flat to the said proposed transferee on the same terms and conditions as were offered by the Purchaser/s to the Promoter/Owner in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Flat and hence will continue with the new purchaser of the said Flat, and the Purchaser/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Purchaser/s and the proposed transferee.

16.7.4 The Purchaser/s agree(s) that if completion of the sale of the said Flat to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Purchaser/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clause 16.7.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 16.7.2 above, then the Purchaser/s right to sell the said Flat to such proposed transferee shall lapse, the ROFR of the Promoter/Owner in respect of the said Flat shall stand automatically reinstated and the provisions of this Clause and the process to be followed therein shall once again apply to the Purchaser/s for any subsequent proposed sale of the said Premises.

16.7.5 It is hereby clarified that, in the event of the Purchaser/s proposing to give the said Flat on lease and/or leave and license basis only, then the provisions contained in Clauses 16.7.2 to 16.7.3 above shall not apply, except that, the Purchaser/s shall be required to obtain the prior written permission of the Promoter/Owner before effecting any such lease and/or leave and license arrangement.

17. COVENANTS BY THE PURCHASER/S:

- 17.1 The Purchaser/s shall use the said Flat or permit the same to be used only for the purpose of residence and shall not use the said Flat and/or any part thereof for any purpose other than for residential use except with the written permission of the Promoter/Owner or the Organisation/ Apex Body when formed and the relevant authorities as is required under the applicable laws. The Purchaser/s shall use the said Car Parking Space only for purpose of keeping or parking the Purchaser/s own vehicles and in accordance with the rules, regulations and bye-laws framed from time to time. The Purchaser/s shall not use the open spaces/ parking/ stilt/ podium area, etc. for parking their vehicles without prior written permission of the Promoter/Owner/ Organization/Apex Body as the case may be;
- 17.2 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Property, save and except the access road as provided by the Promoter/Owner;
- 17.3 The Purchaser/s further confirm/s that he/she/they/it has/have verified and inspected the approved plans and confirm that certain areas have been demarcated as reservation and other set back and Promoter/Owner has given various undertaking and writing to the Municipal Corporation of Greater Mumbai and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/ DRC shall be for the sole benefit of the Promoter/ Owner alone for which Purchaser/s has/have no objection for the same. The Purchaser/s is/ are aware of and confirms that the said Building and the said Project is constructed/to be constructed with concession in open spaces/ joint open spaces and the Promoter/Owner has executed registered undertaking in favour of the Municipal Corporation of Greater Mumbai;
- 17.4 The Purchaser/s with an intention to bring all persons in whose hands the said Flat may come (even after said Building is/are transferred / leased / conveyed in favour of the Organisation), doth hereby covenant with the Promoter/Owner as follows:
- 17.4.1 The Purchaser/s shall maintain the said Flat at the Purchaser/s' own cost in good tenantable repairs and condition from the date on which the Purchaser/s are offered access to the said Flat for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Building, staircase/s or passage/s or any other common areas which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or

make addition in or to the said Building or the said Flat or part thereof. 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 and also pay any penal charges levied by the authorities;

17.4.2 The Purchaser/s shall not store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building 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 said Building including the entrance thereof. In case any damage is caused to the said Flat or the said Building 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;

17.4.3 The Purchaser/s shall carry at the Purchaser/s' own cost all internal repairs to the said Flat and maintain it in good condition, state and order and shall not do or suffer to be done anything in or to the elevation of the said Building in which the said Flat is situated and not to do or suffer to be done anything in the said Flat which is in contravention of rules, regulations or bye-laws laid down by the Promoter/Owner or of the concerned local public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

17.4.4 The Purchaser/s shall not demolish or caused to be demolished the said Flat 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 said Flat or any part thereof nor alter the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat;

17.4.5 The Purchaser/s shall not do or permit to be done any act which may render void or voidable any insurance of the said Property or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

- 17.4.6 The Purchaser/s shall not enclose the balcony area or flowerbed inside the said Flat without express prior written permission of the relevant authorities and the Promoter/Owner in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all times. The Promoter/Owner shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state;
- 17.4.7 The Purchaser/s shall use the said Flat only for residence purpose and not to use the said Flat for any unlawful uses or purposes, which is prohibited/ restricted in law.
- 17.4.8 The Purchaser/s shall not carry out any structural changes/ modification inside of the said Flat and also shall not decorate, change or modify the exterior of the said Flat or any part thereof and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- 17.4.9 The Purchaser/s shall not carry out any illegal activity from the said Flat, which is against the interest of the Organisation/Apex Body/other purchasers in the said Building. The Purchaser shall not create any hardship, nuisance or annoyance to any other purchasers in the said Property.
- 17.4.10 The Purchaser agrees and covenants that the name of the entire project on the said Property shall at all times be **“The Sanctuary - Tower 5”** and shall not be changed without the prior written permission of the Promoter/Owner.
- 17.4.11 The Purchaser/s shall not throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the said Building thereon or any part of the compound thereof. The Purchaser/s shall disposed off the dry and wet garbage separately as per the provisions made by the Promoter and wet garbage generated in the said Buildings shall be treated separately by the residents/occupants of the said Building in the

jurisdiction of MCGM.

- 17.4.12 In the event if the Purchaser is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Purchaser's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Purchasers for any reason whatsoever, shall be made only in Indian Rupees.
- 17.4.13 The Purchaser confirms and acknowledges that the plans, layout plans, approvals etc. of the said Project/said Property are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Purchaser in respect thereof, and are also not the subject matter of this Agreement. So far as the Purchaser's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Flat strictly upon and subject to the terms, conditions and provisions herein. The Purchaser/s shall also not have any claim, save and except, in respect of the said Flat hereby agreed to be allotted and sold.
- 17.4.14 The Purchaser/s shall pay to the Promoter/Owner within 7 (seven) days of demand by the Promoter/Owner, his/ her/their/its share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Building as mentioned herein;
- 17.4.15 The Purchaser/s shall bear and pay 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 Municipal Corporation and/ or Government and/ or other public authority on account of change of user of the said Flat or otherwise in a timely fashion without demur and/or delay;
- 17.4.16 The Purchaser/s shall bear and pay all service tax, works contract tax, VAT/GST, etc., and such other levies and increases thereto, if any, which may be imposed with respect to the construction on the said Property and/ or any activity whatsoever related to the said Flat by the Municipal Corporation of Greater Mumbai and/ or State/ Central/ Government and/ or Public Authority from time to time;

17.4.17 The Purchaser/s shall not let, sub-let, transfer, assign, mortgage, license or give Power of attorney or any authority or part with the Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter/Owner under this Agreement are fully paid up and only if the Purchaser/s has/have 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 obtained prior written permission of the Promoter/Owner which permission shall be granted by the Promoter/Owner on such terms and conditions as may be applicable from time to time. The Promoter/Owner will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter/Owner may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter/Owner and will forthwith pay and abide by the same;

17.4.18 Till the management of the said Building is handed over to the Organisation and/ or the Apex Body, the Purchaser/s shall allow the Promoter/ Owner, its surveyors and agents at all reasonable time to enter into or upon the said Flat to view and examine the state and condition thereof and to carry out repairs;

17.4.19 The Purchaser/s shall not change the external colour scheme or the pattern of the colour of the said Building;

17.4.20 The Purchaser/s shall not change exterior elevation or the outlay of the said Building;

17.4.21 The Purchaser/s shall not fix any grill to the said Building or windows except in accordance with the design approved by the Promoter/Owner nor to change the same so as to affect / change / modify the external façade of the said Building in any manner whatsoever. The split unit air conditioners in the said Building and/or the said Flat should be appropriately installed in the place provided by the Promoter/Owner;

17.4.22 The Purchaser/s shall not carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring, etc which damages the waterproofing, plumbing or sanitary lines laid at site. In case the

Purchaser/s carry/carries out any changes, modifications or alterations by himself/herself/themselves/itself or his/her/their/its agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter/Owner shall be lapsed and the Purchaser/s is/are solely liable to rectify and repair the same for all the affected area within the said Flat and/or the floors below accordingly at his/her/their own costs, expenses and consequences.

17.4.23 The Purchaser/s shall not do or suffer to be done anything in the said Flat or in the said Property or the said Building 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/Owner in that behalf;

17.4.24 The Purchaser/s shall not ask for any partitions, and/ or division towards his/ her rights in the said Flat and/ or the said Building in which the said Flat is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said Building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat.

17.4.25 During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter/ Owner then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Flat again;

17.4.26 The Purchaser/s shall ensure that the execution of interior works including fit-outs in the said Flat are carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;

17.4.27 The refuge area to be provided in the said Project shall form a part of the common area and facilities in the said Project and no individual Purchaser shall claim any right to occupy the same in any manner whatsoever and shall not raise any dispute against the Promoter/Owner for the same.

17.4.28 That the Purchaser/s will not be held liable M.C.G.M. for failure of mechanical parking system/car lift in future.

- 17.4.29 That the Purchaser/s will not be held liable M.C.G.M. for the proposed inadequate sizes of rooms in future.
- 17.4.30 That the condition for inadequate maneuvering space of car parking and no complaint to M.C.G.M. in this regard will be made in future by the Purchaser/s.
- 17.4.31 The Purchaser/s shall extend full cooperation to the Promoter/ Owner, their agents, contractors to ensure good governance of such works;
- 17.4.32 The Purchaser/s agree(s) and covenant(s) that the entry and exit points and access to the said Project including all the internal roads shall be common to all Purchaser/s, users and occupants of the said Project including all buildings, towers and structures in the said Project and other building as mentioned in clause 2.1 hereinabove. The Purchaser/s agree(s) and covenant(s) to not demand any separate independent access and/or entry / exit point exclusively for himself / herself / themselves and/or any other Purchaser/s, users and/or occupants of the said Project and/or any part thereof.
- 17.4.33 The Purchaser/s agrees and covenants not to demand that a compound wall be constructed around the said Project.
- 17.4.34 The Purchaser/s is/are further made aware that the Promoter/ Owner is engaged in the business of construction, development and redevelopment of immovable properties and during the construction of the said Building on the said Property and after completion thereof, the Promoter/Owner may desire to show the said Building and or any areas therein including but not limited to common areas to various prospective clients of the Promoter/ Owner including inter alia occupants of the said Building which the Promoter/Owner is redeveloping or proposing to redevelop and accordingly, the Promoter/Owner may arrange for site visits to the said Property and the said Building thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in his/her/their/its individual capacity or as member/s of the said Organization/Apex Body shall not object thereto;
- 17.4.35 The Promoter/Owner may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the said Building thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter/Owner may deem fit and the Purchaser/s either in his/her/their/its individual capacity or as

member/s of the Organization/Apex Body shall not object thereto;

17.4.36 The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the Municipal Corporation of Greater Mumbai and other concerned authorities whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by Municipal Corporation of Greater Mumbai and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Flat and is/are entering into these presents;

17.4.37 The Purchaser/s shall observe and perform all the rules and regulations which the Organisation/Apex Body may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments/flats/units/premises therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/ s shall also observe and perform all the stipulations and conditions laid down by the Organisation/Apex Body regarding the occupation and use of the flats in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

17.4.38 The Purchaser/s shall have no claim, save and except in respect of the said Flat. All other areas including common area and facilities will remain the property of the Promoter/Owner until the whole of the said Property is transferred to the Organisation/Apex Body as mentioned herein provided subject to the rights of the Promoter/ Owner as contained in this Agreement;

17.4.39 The Purchaser/s is/are aware that animal slaughter is not permitted in the project and Purchaser/s agree/s and undertake not to indulge in such activity for any reason whatsoever;

17.4.40 The Purchaser/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project or the Promoter or its representatives. In the event the Purchaser/s does or omits to do any such act, deed or thing then the Owner shall,

without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Purchaser/s notice of termination.

- 17.4.41 The Purchaser/s shall not enclose their respective terrace/balcony till the permission in writing is obtained from the concerned local authority and the Promoter/ Owner or the Organisation as the case may be.
- 18.** Any delay tolerated or indulgence shown by the Promoter/Owner in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter/Owner shall not be construed as a waiver on the part of the Promoter/ Owner 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 the rights of the Promoter/Owner.
- 19.** This Agreement shall be subject to the applicable provisions of the Maharashtra Apartment Ownership Act (“**MAOA**”), MOFA, RERA and the rules thereunder for Maharashtra and any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agree/s to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the said Project and/or any part thereof.
- 20.** The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation of Greater Mumbai or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter/Owner, the same shall be paid by the Purchaser/s to the Promoter/Owner in proportion to the areas of the said Flat and in determining such amount the sole discretion of the Promoter/Owner shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchaser/s may be called upon to pay the Promoter/Owner in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the flats to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/
SUBSEQUENT PURCHASERS**

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

22. OUTGOINGS:

22.1 Notwithstanding anything contained herein, 7 (seven) days after notice in writing is given by the Promoter/Owner to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said Flat) of outgoings in respect of the said Property and said Buildings including but not limited to local taxes including N.A tax etc, betterment charges and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, chowkidars, sweepers, liftman, electricians, club subscription and usage charges, maintenance and upkeep of club house and all other expenses necessary and incidental to the Management and maintenance of the said Property and said Building. Until the Organisation/Apex Body is formed and the said Property and the said Building are transferred to it in the manner as provided for herein, the Purchaser/s shall pay to the Promoter/ Owner whether demanded or not at all times such proportionate share of outgoings in respect of the said Flat, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter/Owner may determine. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoter/Owner provisional monthly contribution as indicated in **Annexure "I"** per month towards the outgoings charges, payable in advance for 12 (twelve) months. The amounts so paid by the Purchaser/s to the Promoter/Owner shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat and the same shall not carry any interest and balance if any shall

remain with the Promoter/Owner until the formation of Organization/ Apex Body/Deed of conveyance is executed in favour of the Organization/ Apex Body as aforesaid, subject to the provisions of the said Acts. Only the balance of the amounts namely maintenance charges paid in advance for 12 (twelve) months and share money as mentioned in part B of **Annexure "I"** shall be paid over by the Promoter/Owner to the Organisation on hand over. The Purchaser/s undertake/s to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever.

22.2 The Purchaser/s agree/s and confirm/s that as from the date of delivery of possession of the said Flat, the Purchaser/s and other Purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter/Owner against any loss or damage.

23. GENERAL TERMS:

23.1 The Purchaser/s shall in addition to Sale Consideration mentioned in this Agreement before the delivery of possession of the said Flat, pay to the Promoter/Owner, the amounts detailed in **Annexure "I"** hereto.

23.2 In the above payments/deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before handing over possession of the said Flat. In addition to the above any service tax/ VAT/ Works Contract Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

23.3 The grill fitting in the said Flat will be done by the Purchaser/s, as per the design provided by the Promoter/Owner. The Purchaser/s will have to bear the costs for the grill and for fitting thereof over and above the amounts payable as stated herein. The Purchaser/s will not be provided a separate grill or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertake/s not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said Building.

- 23.4 Before taking possession of the said Flat, the Purchaser/s will inspect the said Flat and will fully and completely satisfy himself/ herself/ themselves/itself with the said Flat in respect of the area, item of work or quality of work or the materials used for construction of the said Building and the amenities provided, and after taking possession, the Purchaser/s will not raise claims about the area, amenities provided by the Promoter/Owner with respect to the said Flat.
- 23.5 The Promoter/Owner shall utilize the sum as referred to in **Annexure "I"** herein above for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter/Owner in connection with formation of the Organisation and/or the Apex Body preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter/Owner for the same.
- 23.6 The Promoter/Owner shall hand over the deposits or balance thereof to the Organisation/ Apex Body as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter/Owner. The aforesaid amount/ deposit shall not carry any interest.
- 23.7 Subject to what is stated herein above, the Promoter/Owner shall maintain a separate account in respect of sums received by the Promoter/Owner from the Purchaser/s as advance or deposit, on account of the share capital of the Organisation, outgoings, legal charges and shall utilize the same for the purpose for which they have been received.

24. SET OFF/ ADJUSTMENT

The Purchaser/s hereby grant/s to the Promoter/Owner the unequivocal and irrevocable consent and authorizes the Promoter /Owner to recover/ set off/ adjust the amounts under any heading including the Total Consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Purchaser/s to the Promoter/Owner in the manner as the Promoter/Owner in its absolute discretion deem fit. The Purchaser/s agree/s and undertake/s not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

25. FINAL TRANSFER DOCUMENT:

25.1 The Conveyance or Lease of the structure of the buildings/towers constructed and proposed to be constructed on the said Property shall be executed in favour of the Organization and the Conveyance of the entire undivided underlying land in respect of the said Property shall be executed in favour of Apex Body under the RERA/applicable law within 3 (three) months from the date of issue of BCC or Occupation Certificate of the last part of the final building constructed on the said Property and/or the complete utilization and exploitation of the total FSI/TDR potential of the said Property by the Promoter/Owner whichever is later. However, the same shall be subject to the receipt of all the outstanding payments including payments mentioned in **Annexure “H”** and **Annexure “I”** hereto from the respective buyers/Purchaser/s of the apartments/flats/units/premises in the structure/s so constructed on the said Property.

25.2 A Deed of Conveyance or Deed of Assignment or Deed of Lease to be executed in respect of the said Building and/or the said Project Property in favour of the Organization/ Apex Body or Declaration to be submitted under the MAOA/MOFA and/or RERA and other documents in favour of the Organisation/Apex Body shall interalia contain the following:

- a. Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter/Owner for safeguarding its overall interest in the said Property and the said Building.
- b. A covenant by the Purchaser/s to jointly and/or severally indemnify and keep indemnified the Promoter/Owner against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- c. The right of the Promoter/Owner to full and complete access of the said Property for the construction of the additional structures/ wings/ floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization/Apex Body to admit such purchaser of the apartments/flats/units/premises comprised therein as its member without charging any additional amount.

- d. The Promoter/Owner shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation and/or Apex Body and shall continue until the entire said Property is developed;
- e. Even after conveyance of the said Property the Promoter/Owner shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment/flat/premises/unit or building/structure on the said Property which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the said Property and/or the said Project and/or the said Building and/or any part thereof and development of common areas;
- f. The Promoter/Owner shall be permitted access and entry to the said Building and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;

25.3 It is agreed and understood by the Purchaser/s that the said Project shall be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the entire scheme of development of the entire said Property and on completion of the infrastructure and common areas and facilities and the sale of buildings and until all flats/parking (except Open Parking), and other tenements and units in the said buildings constructed/to be constructed on the said Property are sold and until all amounts payable to the Promoter/Owner in respect thereof are received. The Promoter/Owner shall not be liable and/or shall not be required to cause execution of conveyance / transfer/ lease deed in respect of the said Property or any part thereof until utilization of the entire FSI/TDR in respect of the said Property and all other rights and benefits available now or in future in respect of the said Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units in the said buildings to be constructed on the said Property are sold and until all amounts are received.

25.4 The Promoter/Owner shall prepare and/or approve, as the case may be, deed of conveyance or deed of assignment or deed of Lease in favour of the Organization/ Apex Body or the Declaration to be submitted under the MAOA, the deeds of

apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ deed of assignment, declaration and other documents and formation and registration of the Organization/Apex Body shall be borne and paid by all the Purchaser/s of the various apartments/flats/units/premises in the buildings constructed or to be constructed on the said Property and/ or Organization/Apex Body on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter/ Owner at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter/Owner.

25.5 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Building or any part thereof save and except the said Flat agreed to sold to the Purchaser/s.

26. NOMINEE

26.1 The Purchaser/s hereby nominate/s the person identified in the **Annexure -M** 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/Owner shall only recognize the Nominee or the nominee substituted by the Purchaser/s (if such substitution has been intimated to the Promoter/Owner 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.

26.2 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

27. STAMP DUTY AND REGISTRATION:

28.1 The stamp duty payable on this Agreement, for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Promoter/Owner.

28.2 And registration charges and all out of pocket costs, charges and expenses payable on this Agreement and all other documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Purchaser/s alone.

28. NOTICES:

Any notice, demand letter, intimation or communication (“**Notice**”) to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party’s contact details as mentioned in their respective description at the beginning of the Agreement. Each party shall inform the other party in writing of any changes in his/her/ its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery email or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertake to send/receive any Notice to/from the other Party by email to the email addresses specified in this Agreement.

29. INDEMNIFICATION BY THE PURCHASER/S:

29.1 The Purchaser/s hereby jointly and/or severally indemnify/ies and keep/s indemnified the Promoter/Owner and hold the Promoter/Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter/Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter/Owner under this Agreement; (b) any breach and/ or default by the Purchaser/s in the performance of any and/ or all of his/her/ its obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat 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/her/their/ its control; and (d)

Purchaser/s' non-compliance with any of the restrictions regarding the use and/ or occupation of the said Flat.

30. DISPUTE RESOLUTION

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within ninety days after commencement of discussions or such longer period as the parties agreed to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

31. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Annexure "H" within 30 (thirty) days from the date of its receipt by the Purchaser/s and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the consequences of cancellation as mentioned hereinabove shall apply.

32. MISCELLANEOUS

32.1 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/Owner, any agent, employee or representative of the Promoter/Owner 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 writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the Parties hereto.

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

32.3 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.

32.4 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

32.5 If there are more than one Purchaser/s names in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several. All communications shall be sent by the Promoter/Owner to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32.6 The Promoter shall always have first overriding and paramount charge and lien over the said Flat and the parking space in respect of any outstanding and unpaid amounts payable by the Purchaser/s to the Promoter.

32.7 Notwithstanding anything contained under this Agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter/ Owner immediately as and when demanded by the Promoter/Owner and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax, GST and/ or any other

levies, taxes, Cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter/Owner shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in addition to any amount mentioned under this Agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter/Owner shall be entitled at its own option to terminate this Agreement.

32.8 The Purchaser/s hereby declare that he / she / they / it have gone through this Agreement and all the documents related to the said Property and the said Flat and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agree not to raise any dispute or objection in regard to the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

All that piece or parcel of land admeasuring 6 (Six) acres or thereabouts equivalent to 29040 (Twenty Nine Thousand & Forty) sq. yds. or thereabouts or equivalent to 24406.02 sq. mtrs or thereabouts situate on and to the west of the Bombay-Agra Road and to the east of the New Tansa Pipe Lines in the Village Nahur, Taluka Kurla (in Greater Mumbai) District Mumbai – Suburban, Registration and Sub-district Bandra and in T ward of the Municipal Corporation of Greater Mumbai comprised of City Survey No 544 and 544/1 Nahur Village, Taluka Kurla, Bombay Suburban District and City Survey Nos 91(part), 149(part) and 156(part) and bounded as follows:

On or towards the North : by land forming portions of Survey No. 156, 91 and 149 beyond that by the boundary of the village of Mulund.

On or towards the East : Partly by Mumbai – Agra Road leading from Mumbai to Thane and partly by portion of the Survey Nos. 149 and 91 conveyed to Ralliwolf Private Limited.

On or towards the South : Partly by the portion of Survey No. 149 conveyed to Ralliwolf Private Limited and partly by another portion of the Survey No. 91;

On or towards the West : By Tansa Pipelines and beyond that another portion of the Survey No. 91 and 156 acquired by the Government of Mulund Refugee Colony.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said project Property)

All that piece or parcel of land admeasuring about 741.63 sq.mtrs or thereabouts being the Portion of the said Property situate at City Survey No 544 and 544/1 Nahur Village, Taluka Kurla, Bombay Suburban District and City Survey Nos 91(part), 149(part) and 156(part).

IN WITNESS WHEREOF the Parties hereto have executed these presents and the duplicate hereof the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
By the within named **PROMOTER/OWNER**)
RUNWAL CONSTRUCTIONS)
Through its Partner _____)
Through his Authorized Signatory)
_____)

in the presence of

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

By the within named **PURCHASER/S**)

_____)

_____)

_____)

in the presence of

1. _____)

2. _____)

RECEIVED of and from the Flat)

Purchaser/s above named the sum of)

₹. _____ /- (**RUPEES** _____)

_____ **ONLY**))

as advance payment or deposit paid by)

the Purchaser/s to the Promoter/Owner)

We say received

FOR RUNWAL CONSTRUCTIONS

PARTNER/AUTHORISED SIGNATORY

ANNEXURE - "A"

The Additional Collector and Competent Authority (ULC) order dated 30th December 2004

Housiey.com

ANNEXURE - "B"

Property Card

Housiey.com

ANNEXURE - "C"

Title Certificate dated 24th May 2021

Housiey.com

ANNEXURE - "D"

IOD Dated 20th July 2020

Housiey.com

ANNEXURE - "E"

CC Dated 23rd March 2021

Housiey.com

ANNEXURE - "F"

FLAT / PURCHASER'S DETAILS

Housiey.com

ANNEXURE - "G"

FLOOR PLAN

Housiey.com

ANNEXURE - "H"
PAYMENT SCHEDULE

Housiey.com

ANNEXURE - "I"

OTHER CHARGES & DEPOSITS

Housiey.com

ANNEXURE - "J"

INTERNAL AMENITIES

THE SANCTUARY TOWER 5 - AMENITIES

INTERNAL AMENITIES

Housiey.com

ANNEXURE - "K"

THE SANCTUARY TOWER 5 - AMENITIES

EXTERNAL AMENITIES

Housiey.com

ANNEXURE - "L"

RERA Certificate dated 29th May 2021

Housiey.com

ANNEXURE - "M"

DETAILS OF NOMINEE

Housiey.com

ANNEXURE - "N"
LAYOUT APPROVAL

Housiey.com

ANNEXURE - "O"

Copy of Pan Card – Runwal Constructions

Housiey.com