

## AGREEMENT FOR SALE

**THIS ARTICLES OF AGREEMENT** is made at Thane on this \_\_\_\_ day of \_\_\_\_\_, in the Christian Year Two Thousand Twenty Four **BETWEEN TRINITY CREATIVE HOMES LLP**, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008, through its designated Partners **1) MINAT VENTURES LLP, through its Authorized Signatory SHRI. MURJI DAMJI MINAT AND 2) M DAMA VENTURES LLP, through its Authorized Signatory SHRI. JAYESH MOHAN DAMA** duly authorized under a LLP Agreement dated 15/04/2024 executed by its Partners, having its Office at 501 Jaydeep Emphasis, 5<sup>th</sup> Floor, Plot No.A-9 Road No.1, Near Datta Mandir, Wagle Industrial Estate, Thane (West), Pin - 400 604, hereinafter referred to as “the **OWNERS/PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Owners/Promoters, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and assigns) of the **ONE PART: AND MR./MRS./M/S.** \_\_\_\_\_, of \_\_\_\_\_, Indian Inhabitant, having address \_\_\_\_\_ at \_\_\_\_\_, Mumbai - \_\_\_\_\_, hereinafter referred to as “the **ALLOTTEE/S/ PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (i)i.e. in case of individual his/her/their respective heirs, executors, administrators and assigns, (ii)in case of Partnership, the Partner/s for the time being of the said Owners/Promoters, survivor/s of them, the heirs, executors, and administrators of last surviving partner and assign and (iii)in case of body corporate or juristic entity, its successor/s and assigns) of the **OTHER PART:**

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

### WHEREAS-I

- a. By virtue of and under an Indenture dated 13<sup>th</sup> October 1962, registered with the Sub-Registrar of Assurances at Thane under Serial No.617 read with Declaration dated 13<sup>th</sup> October 1962, registered with the Sub-Registrar of Assurances at Thane under Serial No.672 read further with Declaration dated 13<sup>th</sup> October 1962, registered with the Sub-Registrar of Assurances at Thane under Serial No.673, Keming Tolls Limited

which subsequently came to be changed to “S.C. Khatau Properties Limited” (CIN No. U45400MH1962PLC012480) (for short “the **SCKPL**”), by a fresh Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai on 19<sup>th</sup> August, 2013 under the provisions of Section 23 (1) of the Companies Act 1956, having its Registered Office at Laxmi Building, 6 Shoorji Vallabhdas Marg, Ballard Estate, Mumbai – 400 038, were seized and possessed of and otherwise well and sufficiently entitled as the absolute Owners/Promoters of all those pieces and parcels of land or ground situate, lying and being at Kolshet Road, Thane (West) in the Revenue Village Balkum (now Dhokali), Taluka Thane, in the Registration District of Thane bearing Old Survey No.165 Hissa No.1 (Part) admeasuring 21½ Gunthas and 26¾ Gunthas or thereabouts; aggregating in all 48 Gunthas i.e. 4800 sq.mtrs. or thereabouts;

- b. Upon reconstruction/reconstitution of the Village boundaries, the Larger Land was shown in Village Dhokali; and accordingly, the said Old Survey No.165 has been given New Survey Nos. being Survey No.29/1/A admeasuring 34.40 Gunthas (i.e. 3440 sq.mtrs.) and (ii) New Survey No.29/1/B admeasuring 14.40 Gunthas (i.e. 1440 sq.mtrs. aggregating in all 4880 sq.mtrs. (for short” **the Larger Land**”)
- c. The said Larger Land and the structure/building then existing thereon the larger land (for short “the **then existing structures/buildings**” constructed by the said SCKPL) are more particularly described in the **First Schedule** hereunder written (for brevity’s sake the said larger land and the then existing structures/buildings, unless otherwise expressly described are hereinafter collectively referred to as “the **larger property**”);
- d. During the course of its business the SCKPL have obtained loans under various Facility Agreements from Central Bank of India which was subsequently assigned to SCK Global Private Limited;
- e. By and under a Deed of Conveyance dated 28<sup>th</sup> January 2022, executed between SCKPL therein called the Vendors of the First Part, the Owners/Promoters herein therein called the Purchasers of the Second Part and SCK Global Private Limited therein called the Confirming Party of the Third Part, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 2-2007-2022 dated 28/01/2022, the Vendors therein (SCKPL) for the consideration (monetary and non-monetary) mentioned therein did thereby sell, transfer, convey, assign and assure unto and in favour of the Owners/Promoters herein all their right, title and interest including of ownership in respect of Larger property together with all the right, title and interest attached thereto

unto and in favour of the Owners/Promoters herein, subject to the covenants contained thereunder;

- f. As contemplated in the said Deed of Conveyance, in addition to the monetary consideration which has already been paid, the Owners/Promoters herein, towards non-monetary consideration, have agreed to provide the agreed constructed area with agreed car parking space in the proposed building/s to be constructed on the Larger Land/Part thereof to the said SCKPL;
- g. Out of the Larger Property/Land, a portion viz. being Survey No.29/1/B 29/1/A is under reservation of 40 feet. wide Kolshet Road widening, however, the SCKPL did not hand over physical possession thereof nor executed any documents including Letter of possession in favour of the Concerned Authorities nor they did apply for and/or receive any compensation and/or benefit of development potentiality in lieu of such reservation or in lieu of handing over of such reservation to the Concerned Authorities and accordingly the Owners/Promoters herein became entitled to hand over possession of the said reserved land and avail benefit of the development potential in respect thereof and so far the Owners/Promoters have not handed over possession of the said reserved land;
- h. Since the said larger property when purchased under the said document was situated in Industrial Zone, as evident from the then D.P. Remark issued by the Concerned Authority, the Owners/Promoters herein have applied for to the Concerned Authorities for change of user from the Industrial Zone to Residential/Commercial Zone, and the concerned authority by and order/communication/LOI/permission dated 05.02.1990 bearing No. N. Mahashul/ Kaksha-1/T-7/NAAP/ASR granted the change of user of the said larger land excluding the said reserved area for 40 feet Kolshet Wide road;
- i. Since the Owners / Promoters were also in possession of an area admeasuring 74.69 sq.mtr. bearing New Survey No.37/11/B (for short the **Adjoining Land** ) being adjacent to the said larger property, by an Agreement for Sale dated 25<sup>th</sup> August 2023 executed between Money Magnum Construction (for shortly “MMC”) (formally known as “M/s. National Dyes”) and the Owners/Promoters herein, registered with the Sub Registrar of Assurance at Thane under Sr. No. TNN-1/6400/2023, the said MMC as agreed to sale to the Owners/Promoters herein the said Adjoining Land described in the Second Schedule thereunder written which is the same as **Second Schedule** hereunder written alongwith non exclusive right of way over 30 feet width road being the portion of other

property of the said MMC as shown on the Plan annexed to the said Agreement.

- j. The said MMC has also authorised and appointed the Owners/Promoters herein to do and perform various acts, deeds, things and matters in respect of the said adjoining land under Power of Attorney dated 25<sup>th</sup> August 2023 registered with the Sub Registrar of Assurance at Thane under Sr. No. TTN-1/6401/2023.
- k. The said larger property admeasuring 4880 sq.mtr. or thereabout described in the First Schedule hereunder written from and out of which an area 1300 sq.mtr. being under reservation of 40 feet wide Kolshet Road widening, the benefit of development potential/FSI is available to the Owners/Promoters and the said adjoining land are admeasuring 74.69 sq.mtr. (aggregating to **4954.69** sq.mtr.) are hereinafter described in the Third Schedule hereunder written and accordingly the Owners/Promoters have undertaken development of the property described in Third Schedule hereunder written ;

#### **WHEREAS-II**

- i. The said larger Property described in the First Schedule hereunder written and the said adjoining land described in the Second Schedule hereunder written unless otherwise expressly described are hereinafter collectively referred to as “**the Property**” and described in the Third Schedule hereunder written.
- ii. The Owners/Promoters have presently appointed M/s. Right Space Consultants, having address at 1113, Opal Square, S.G. Barve Road, Wagle Industrial Estate, Maharashtra – 400 604 as Licensing Architect and M/s. A.V.P. Structural Consultants, having address at SEDC, Plot No.17/18, Dr. Babasaheb Ambedkar Road, Gorai – 1, Borivali (West), Mumbai – 400 092 as RCC Consultant in respect of the entire layout projects, which continue also in respect of development of the Project;
- iii. The Owners/Promoters have presently from time to time applied for and obtained various approvals, sanctions, certificates, Orders, NOCs including sanction of plan and issue of **LOI** under reference no. **TMCB-23-17355** dated **13.03.2024** and Commencement Certificate bearing reference no. **TMCB/B/2024/APL/01042** dated **06.06.2024** from the Concerned Development Authority being Thane Municipal Corporation (**TMC**) for the purpose of development of the property described in the Second Schedule hereunder written, subject to the terms and conditions contained therein;
- iv. The Owners/Promoters have presently proposed the construction of Building having 1 (One) Wing, namely, known as “**LA RESIDENCY**”

consists of 3 (three) common basement (stack/puzzle mechanical/pit parking) for both commercial and residential, Ground Floor (for shopping), 1<sup>st</sup> to 8<sup>th</sup> Floor (for shopping and commercial offices), 9<sup>th</sup> Floor (Service Floor for Commercial only), 10<sup>th</sup> Floor (Amenities Floor for residential only) and 11<sup>th</sup> to 32<sup>th</sup> Floor (for habitable residential including Refugee Area on the Floors as approved/approvable with such amendment/modification as may be permitted by the Concerned Authority/TMC);

- v. The Owners/Promoters, after having obtained revised permission bearing reference no. **TMCB-23-17355** dated **13.03.2024** and Commencement Certificate bearing reference no. **TMCB/B/2024/APL/01042** dated **06.06.2024**, have now undertaken and commenced the development by construction of commercial and residential known as “**LA RESIDENCY**” for shown on the plan being **ANNEXURE “A”** hereto, as envisaged above by utilizing the development potential/FSI including the said reserved area of 1300 sq. mtrs. falling under 40 Kolshet Wide Road in lieu of handing over the same to the Concerned Authority including of TMC as may be permitted.
- vi. Presently, Plans are approved for **15<sup>th</sup> Floor** in respect of building known as “**LA RESIDENCY**” for commercial consists upto 8<sup>th</sup> floors and for residential consists upto 15<sup>th</sup> floors with 3 (three) Common basement (stack/puzzle mechanical/pit parking) sanctioned for the building, 10<sup>th</sup> Floor for Amenities Floor for Residential only, 9<sup>th</sup> Floor for Service Floor for the Commercial Only respectively.
- vii. M/s. Pramodkumar & Co. (Regd.) by their Report on Title dated 22<sup>nd</sup> December 2023 being Annexure ‘**B**’ hereto has certified the right, title or interest of the Owners/Promoters in respect of the said property described in Third Schedule hereunder written, being clear and marketable free from encumbrances claims and demands, subject however, the said reserved area for Kolshet for road widening and the premises agreed to be provided to the said SCKPL;
- viii. In compliance of their obligation under the said Conveyance dated 28<sup>th</sup> January, 2022 the Owners/Promoters have agreed to provide premises having an aggregate area of **7000** sq.fts. (as defined under RERA) along with **12** Car parking space to the said SCKPL towards the non-monetary consideration in said Building/Wing, particulars of which are set out in Annexure “**C**” hereto.
- ix. As evident from the approved plan/layout plan the Promoters have proposed separate access, parking to be earmarked on the 3 basements, utilities in the building and on the property for the benefit of respective occupants of both the commercial and residential separately.

- x. The Owners/Promoters have registered the project in respect of building consists of commercial and residential known as ‘**LA RESIDENCY**’ under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (RERA)/MahaRERA with the Real Estate Regulatory Authority under Registration No. \_\_\_\_\_; copy whereof is annexed hereto and marked as **ANNEXURE “D”**.

**WHEREAS -III**

- i. The Purchasers have applied to the Promoters herein for allotment for him/her/them a premises being Commercial Unit/Shop/Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. (i.e. \_\_\_\_\_ Sq.mtr.) (Carpet area as defined under section 2K of the RERA Act) on \_\_\_\_\_ Floor **known as “LA RESIDENCY”** in Building (for short **“the said UNIT/APARTMENT”**) and /along with one car parking space on \_\_\_\_\_ basement/stack/mechanical/pit parking on \_\_\_\_\_ basement to be earmarked and identify at the time of handing over possession commercial premises/Unit/Shop/Flat in the real estate project known as **“LA RESIDENCY”** under construction on the property. The said Unit/Apartment and the car parking space shall unless otherwise expressly described are hereinafter collectively referred as **“the Premises”** and described in the **Third Schedule** hereunder written.
- ii. The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee, garage/covered car parking space at \_\_\_\_\_ level basement / podium / stilt / mechanical car parking unit bearing No . \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance. Or The allottee has required the promoter for allotment of an open car parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth. Or The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.
- iii. Relying upon the application as aforesaid and the agreement, the Promoters have agreed to allot to the Purchaser the said premises at or for the aggregate lump sum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (exclusive of payment of all taxes, GST, statutory levies, various charges, deposits, fees, etc. as set out hereinafter;

- iv. The authenticated copy of the plan in respect of the said Unit/Apartment agreed to be allotted to the Purchaser herein and as presently sanctioned/approved by the Concerned Authority/TMC is hereto annexed and marked as **ANNEXURE “E”**;
- v. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- vi. Prior to the execution of this Agreement the Purchaser/s, after deducting the statutory deduction as TDS as per Section 194-IA of Income Tax Act 1961, has/have paid to the Promoters a sum of Rs\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the earnest money/part-payment (since the construction work of the building/wing is presently completed up to \_\_\_\_\_ slabs) for allotment of the said premises, agreed to be sold and allotted, by the Owners/Promoters to the Purchaser/s and Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price/consideration in the manner, as hereinafter appearing;
- vii. Under Section 13 of the said Act, the Owners/Promoters herein are required to execute a written Agreement for Sale of the said Premises with the Purchaser herein, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- viii. The Purchaser/s has/have demanded from the Owners/Promoters and the Owners/Promoters have given to the Purchaser/s inspection of all the documents and disclosures relating to the said Project “**LA RESIDENCY**” i.e. development works including sanctioned plans, designs, specifications prepared by the Architect and other documents such as City Survey Records as are prescribed under the said Act and the Rules made thereunder;
- ix. The Parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon between them into writing, as follows;

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

**1. DEFINITIONS**

- 1.1 “Agreement” shall mean this Agreement together with the schedules and annexures hereto and any other deed and/ or document(s) executed in pursuance thereof.

- 1.2 “Applicable Law” shall mean, in respect of any relevant jurisdiction, any statute, law regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this agreement or thereafter and in each case as amended or modified.
- 1.3 “Approvals” shall mean and include (i) NOC and (ii) all licenses, permits, approvals sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities including TMC in connection with the Project/Building/ Unit/Apartment and/ or the development thereof.
- 1.4 “Authority” shall mean (i) any nation or government or any province, state, or any other political subdivision thereof; (ii) any entity, authority or body including TMC/Collector exercising executive, legislative, judicial, regulatory or administrative functions of on pertaining to government including any governmental authority, agency, departments board commission or instrumentality or (iii) any court, tribunal or arbitrator.
- 1.5 “BCAM Charges” shall mean the Building common area maintenance charges payable by the purchaser inter alia for the maintenance of the Unit/Apartment, but shall not include FCAM Charges.
- 1.6 “Building” shall mean the building consists of 1 (One) wing as set out hereinafter being constructed as real estate project and known as “ **LA RESIDENCY**”.
- 1.7 “Building Conveyance” shall have the meaning ascribed to it in clause 18.8 below.
- 1.8 “Building Protection Deposit” shall mean the amounts specified herein.
- 1.9 “CAM Charges” shall have the meaning ascribed to it in Clause 20.
- 1.10 “CAM Commencement Date” shall mean the day from which the Purchaser will be required to pay BCAM charges and FCAM Charges (if applicable) and will be first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the purchaser takes possession of the unit.
- 1.11 “Car Parking Spaces” shall mean a location where a 4 (Four) wheel passenger vehicle can be parked Car Parking Spaces includes stilt /stack/Mechanical/ covered car parking spaces in 3 basements (including multi-level car park etc.) to be provided and earmarked separately for both the commercial and residential for use of their respective occupants and such parking shall be earmarked at the time of handing over possession of the Unit/Apartment.

- 1.12 “Carpet Area” shall mean the net usable area of the Unit/Apartment including the area covered by the internal partition walls of the Unit/Apartment but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ utility/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare Shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.13 “Cheque Bouncing Charges” shall mean the charges payable by either Party to this agreement on account of a cheque issued pursuant to this agreement is not honored for any reason whatsoever including ‘insufficient funds’, “stop Payment’ or ‘account closed’ and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date cheque is not cleared in the first instance, the cheque Bouncing Charges shall increase to 1(one) per cent of the value of the cheque issued.
- 1.14 “Recreation and other key area” shall mean any recreation facility constructed for the use of the purchasers of units/Apartments in the respective commercial and residential of the Building.
- 1.15 “Common Areas and Amenities” shall mean the common areas and amenities as are available to and /or in respect of both the wings/each of the wing in the Building, as the case may be and more particularly described.
- 1.16 “Promoters Notice of Termination” shall have the meaning ascribed to it in Clause 15.3.
- 1.17 “Confidential Information” shall have the meaning ascribed to it in Clause 42.1 below.
- 1.18 “Date of Offer of Possession” or “DOP” shall mean the date on which the Promoters, by while estimation makes the unit/tenement available to the purchaser along with the OC/permission to occupy in respect of the unit/tenement (the OC in may be for part or whole of the building). The estimated DOP is set out herein.
- 1.19 “Direct Tax” or “Direct Taxes” shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

- 1.20 "Exclusive Balcony/ Utility /Open Terrace Area" or "EBUT Area" shall mean the floor area of the balcony (enclosed or open) and/or utility and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBUT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBUT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBUT Area."
- 1.21 "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Property/Land (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out herein.
- 1.22 "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of the 1 (One) wing of the building to be constructed in the Project, to maintain, administer and manage the Property/Land and the Project. This may be a Promoters or a registered federation or any other management structure as permissible in law.
- 1.23 "Federation Conveyance" shall have the meaning ascribed to it in Clause 18.9 below.
- 1.24 "FEMA" shall have the meaning ascribed to It in Clause below.
- 1.25 "FMC" shall have the meaning ascribed to it in Clause 20 below.
- 1.26 "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the Project.
- 1.27 "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 20.13 below.
- 1.28 "Indirect Tax" or "Indirect Taxes means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, Levied by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.29 "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The

MCLR shall be taken as applicable on 1<sup>st</sup> day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.30 "Entire Property" means the land with details as described in Third Schedule for clarity, there may be other building and /or project which will be constructed on the Property.

1.31 "Larger Property" means the land with details as described in first schedule hereunder written.

1.32 Adjoining land means the land described in Second Schedule hereunder written.

1.33 "Land to be handed over to TMC" means an area of about 1300 sq. mtrs. falling under 40 ft Kolshet Wide Road.

1.34 "Liquidated Damages" shall mean an amount equivalent to the derivation of the percentage for liquidated damages involves a mutual agreement between parties based on their assessment of potential damages from a breach, aiming to provide clarity and predictability in the event of contractual failure.

1.35 "Loan" shall have the meaning ascribed to it in clause 11 below.

1.36 "Maintenance Related Amounts" shall include the amount collected by the Promoters to be utilized towards the management of the affairs of the building and/or the larger property including but not limited to BCAM Charges, Property Tax and building protection Deposit. An indicative list Maintenance Related amounts is at herein.

1.37 "Net Area" shall mean the aggregate of the Carpet area and the EBUT area.

1.38 "NOC" shall mean any no objection certificate, consent, approval, sanction and, or permission required to be obtained by the Promoters from a third party in whose favour a charge has been created over the Unit to enter into this Agreement.

1.39 "OC" shall have the meaning ascribed to it in Clause 18 below.

1.40 "Possession Demand Letter" shall have the meaning ascribed to it in Clause 18 herein below.

1.41 "Project" shall mean the project with RERA registration number as stated in herein and with details as available with the concerned RERA authority.

1.42 "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit/Flat/Premises/Shop, car parking space, amenities and the common areas of the Wing/Building.

- 1.43 "Refund Amount" shall mean: In case of termination pursuant to Clause 15.4 and Clause 15.7; an amount equivalent to the Total Consideration or part thereof paid by the Purchasers to the Promoters (excluding interest or any other charges paid by the Purchaser on account of delayed payments) after deducting there from the Liquidated Damages and, if applicable, any amounts paid to third parties by the Promoters on behalf of the Purchaser including but not limited to stamp duty registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Promoters to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchasers as a potential purchaser). For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Promoters receives credit for the same from the relevant Authority.
- 1.44 "Reimbursements" shall include all expenses directly or indirectly incurred by the Promoters in providing or procuring services/facilities other than the Unit/Apartment/Premises including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is mentioned herein.
- 1.45 "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.46 "Service Provider" shall have the meaning ascribed to it in clause 20.13 below.
- 1.47 "Shortfall Amount" shall have the meaning ascribed to it in clause 24.2 below.
- 1.48 "Structural Defect" shall mean any defect related to the load bearing structure of the building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Promoters.
- 1.49 "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.50 "Transfer" shall mean the sale, transfer, assignment, directly or indirectly to any third party of:
- a. The unit/Apartment/Premises or any part of right, title or interest therein and or,
  - b. The benefit of this Agreement and or,
  - c. In case the purchaser is partnership Promoters or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Income Tax Act, 1961); or (ii) a holding/subsidiary Promoters (subject to Sub-Clause (a)(C) above) shall not constitute a Transfer of the Unit/Flat/Premises/Shop.

1.51 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit/Flat/Premises/Shop, car parking space and will be the aggregate of the Consideration Value set out - In clause 4 and clause 4.1.

1.52 "Ultimate Organization" shall mean the Promoters/ condominium/ society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 18.

1.53 "Unit/Apartment" shall mean the unit/apartment in the Wing/Building with the Carpet Area and EBUT Area as specified at herein and floor plan thereto (with unit shaded) annexed hereto as ANNEXURE "F" (Floor Plan).

#### **1A. RULES FOR INTERPRETATION**

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

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

- a. All statutory instruments or orders made pursuant to a statutory provision: and
- b. Any statutory provision of which these statutory provisions are a consolidation, re- enactment or modification.
- c. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- d. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- e. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- f. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- g. Any references to the words "hereof", "herein", "hereto" and "here us" and words of similar import when used in this agreement shall refer to clauses schedules of this Agreement as specified therein.
- h. The words "include" and "including" are to be construed without limitation.

- i. Any reference to the masculine, the feminine and the neutral shall include each other.
- j. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not working day, then the period shall include the next following working day.
- k. The Purchaser confirm and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Promoters on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction. the cost of funds raised by the Promoters, the ability or inability of the Promoters to resell the Unit/Flat/Premises/Shop, including losses due to brokerage/marketing spend, delay in receiving money towards the Unit/Flat/Premises/Shop and the possibility of Loss of value of the Unit/Flat/Premises/Shop on resale, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- l. All amounts stated herein are exclusive of Taxes, including but not limited to Goods and Service Tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Promoters as per Applicable Law.
- m. The recitals above the schedules and annexure hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

## **2. DISCLOSURES AND TITLE**

- 2.1 The Purchaser hereby declares and confirms that prior to the execution of this presents and as recited hereinabove as to the disclosure the Promoters have also given the following disclosures:
  - (i) the Promoters have made full and complete disclosure of their title to the Larger Property/Adjoining Land/Property and the portion of the property on which the said 1 (One) wing of the Building are being constructed.
  - (ii) Nature of the Promoter's right.
  - (iii) He/she/they has/have taken inspection of all the relevant documents; and

- (iv) He/she/they has/have, in relation to the Unit/Flat/Shops/Premises /Building/Larger Property including the property. Satisfied himself /herself/themselves of inter-alia the following:
- a. Nature of the Promoter's right, title and encumbrances, if any;
  - b. The Approvals (current and future);
  - c. The drawings, plans and specifications;
  - d. Nature and particulars of fixtures, fittings and amenities.

3. The Owners/Promoters shall presently construct as proposed the construction of Building having 1 (One) Wing, namely, known as "LA RESIDENCY" consists of 3 (three) common basement (stack/puzzle mechanical/pit parking) for both commercial and residential, Ground Floor (for shopping), 1<sup>st</sup> to 8<sup>th</sup> Floor (for shopping and commercial offices), 9<sup>th</sup> Floor (Service Floor for Commercial only), 10<sup>th</sup> Floor (Amenities Floor for residential only) and 11<sup>th</sup> to 32<sup>th</sup> Floor (for habitable residential including Refugee Area on the Floor as approved in the Layout Scheme in accordance with the plans, designs and specifications as approved/to be approved by the Concerned Local Authority/TMC from time to time.

On the project land i.e. described in the Second and Third Schedule herein in accordance with the plans, designs and specifications as approved/to be approved hereafter by the Concerned Authorities from time to time. In the course of development of the Real Estate Project, the Promoter shall be entitled to amend or substitute the approved layout plan in accordance to the Disclosed Proposed Layout, including but not limited to Common Area and Amenities of the layout, Common, building plans, floor plans (save and except the said Unit/Apartment), elevations and designs from time to time in accordance with Applicable Laws and the Purchaser/s further is made aware about such Disclosed Proposed Layout regarding future construction in the layout.

Provided that the Promoter shall have to obtain prior approval in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat/Apartment/Commercial Premises/Shops of the Purchaser except any alteration/additions/changes required by any government Authority or due to change in law

#### 4. AGREEMENT TO SELL AND CONSIDERATION

4.1 The Purchaser hereby agrees to purchase from the Promoters/Owners and the Promoters/Owners hereby agreed to sell and allot to the Purchaser, on Ownership basis a Premises being Flat/Shop/Commercial Unit No.\_\_\_\_ admeasuring \_\_\_\_\_sq. ft. [as defined under Section

2(k) of the Real Estate (Regulation and Development) Act 2016 and read with circulars clarifications/ issued thereunder] inclusive of utility area on the \_\_\_\_\_ Floor, of the building/project known as “**LA RESIDENCY**” (for short “the said ‘Unit/Tenement’”) as shown in red colour line on the typical floor plan thereof annexed as ANNEXURE “F” hereto and The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee, garage/covered car parking space at \_\_\_\_\_ level basement / podium / stilt / mechanical car parking unit bearing No . \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance. Or The allottee has required the promoter for allotment of an open car parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth or The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- in Basement No.1/ Basement No.2/Basement No.3 Pit/Mechanical/Stack to be identified/earmarked by the Promoters/Developers at the time of handing over possession of the Flat/Shop/Commercial Unit (for short “the Parking Space”) and more particularly described in the Fourth Schedule hereunder written the said Flat/ Shop/Commercial Unit and the said Car Parking Space unless otherwise expressly described, are hereinafter collectively referred to as “the premises”); at or for the aggregate consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said premises but exclusive of all Statutory Levies including of GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser subject to deduction of TDS of 1% under the provisions of Section 194IA of the Income Tax Act, shall pay the aforesaid consideration price to the Promoters/Developers as follows:-

**I. Payment Schedule for the Consideration Value (CV) excluding GST:**

<b>PAYMENT SCHEDULE</b>	<b>IN %</b>
On Booking	10%
On Completion of Excavation	10%
On Completion of basement 1	5%
On Completion of basement 3	5%

On Completion of Plinth	10%
On Completion of commercial 1	3%
On Completion of commercial 3	2%
On Completion of commercial 5	3%
On Completion of commercial 7	2%
On Completion of commercial 8	2%
On Completion of Amenity Slab	3%
On Completion of 1st residence Slab	2%
On Completion of 3rd residence Slab	2%
On Completion of 6th residence Slab	2%
On Completion of 9th residence Slab	2%
On Completion of 12th residence Slab	2%
On Completion of 15th residence Slab	2%
On Completion of 18th residence Slab	2%
On Completion of 21th residence Slab	2%
On Completion of 24th residence Slab	2%
On Completion of 27th residence Slab	2%
On Completion of 30th residence Slab	2%
On Completion of 32rd residence Slab	2%
On Completion of Terrace Slab	2%
On Completion of Internal Walls Respective Floor	3%
On Completion of Internal Plaster Respective Floor	3%
On Completion of External Plaster Respective Floor	2%
On Completion of Internal Floor Respective Floor	2%
On Completion of Internal Wall tiling work Respective Floor	2%
On Completion of External Painting Work Respective Floor	2%
On Possession	5%
<b>Total</b>	<b>100%</b>

The aforesaid schedule is not chronological payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

4.2 As informed to the Promoters since the Purchasers have agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant -in-Common.

- 1) Purchaser No.1 \_\_\_\_\_%,
- 2) Purchaser No.2 \_\_\_\_\_%

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.

4.3 The total consideration shall be paid by the purchaser to the Promoters from time to time in the manner as set out hereinabove, time being of the essence. The Purchaser/s shall be responsible for ensuring that payment of each installment along with the statutory levies including GST and

subject to deduction of TDS @1% under the provisions of Section 194-IA of the Income Tax Act is made within 7 (seven) days of the demand for the said installment being made by the Promoters. Payment shall be deemed to have been made when credit is received for the same by the Promoters in its account. Prior to the execution of this Agreement the Purchaser/s, after deducting the statutory deduction as TDS as per Section 194-IA of Income Tax Act 1961, has/have paid to the Promoters a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the earnest money/part-payment for allotment of the said premises, agreed to be sold and allotted, by the Owners/Promoters to the Purchaser/s and Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price/consideration in the manner, as hereinafter appearing;

4.4 The Promoters hereby represent that as certified by their Architect, the Promoters have completed the construction work up to \_\_\_\_\_ slab as and are in the process of construction of further slabs and other works on the lower floors so far completed. Accordingly, the Promoters are entitled to 10% of the total consideration in terms of the provision of Act and the Rules.

4.5 The Purchaser hereby confirms that, in the event, if the Promoters have completed the work specified at Item / Serial Nos. \_\_\_\_ to \_\_\_\_ set out in the Payment Schedule hereinabove, he/she/they shall immediately on being called upon and required by the Promoters, pay the amount payable against completion of such work, pending the payment up to Item/Serial No. \_\_\_\_ payable on progress of completion of the slabs of the building.

4.6 The Purchaser in addition to the aforesaid consideration and other charges, deposits, etc. shall bear, pay, discharge and deposits all other statutory levies, Taxes, GST, and any other tax charges, deposits, etc. applicable and payable to the Concerned Authorities. If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any further taxes/levies as a sale, service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction and/or in connection with the construction of and carrying out the project are liable to tax up to the date of handing over the possession of the premises/flat/unit, the same shall be exclusively payable by the Purchaser along with other Purchasers on demand at any time and the Promoters shall not be held liable or responsible.

4.7 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign

Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment (s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.8 The Promoters accept no responsibility in this regard. The Purchaser/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of the Purchaser/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts only in favour of the Purchaser/s only.
- 4.9 The Purchaser/s authorize the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Purchaser may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Purchaser to adjust his/her/their payments in any manner.
- 4.10 The total price is escalation -free, save and except escalations /increases, due to increase on account of development/infrastructure or otherwise charges by whatever name called payable to the competent authority (state /central/local bodies) and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development/infrastructure or other charges, costs or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation

published / issued in that behalf to that effect along with the demand letter being issued to the Allottees / Purchaser, which shall only be applicable on payment made subsequent payments as applicable.

4.11 The Purchaser hereby agrees and undertakes that within stipulated and statutory period from the date of payment of each of the installments he/she/they shall issue in the name of the Promoters certificate of deduction of the amount of the TDS so deducted and pay the amount of GST.

4.12 The Purchaser/s agrees and understands that Promoters have agreed to sell/allot the Unit/ Flat /Commercial 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 along with applicable statutory levies as per the timelines set out hereinabove, without any delay or demur for any reason whatsoever.

b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

c. On Promoters 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.

d. Comply with fulfill observe and perform all statutory provisions of the concerned and applicable laws including TMC, RERA, **UDCPR, MRTP Act, and any** notifications, any breach shall constitute a breach of the terms of this Agreement.

4.13 It is clarified and the Purchaser/s accords his/her/their authorization to the Promoters to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:-

a. Firstly, towards the cheque bouncing Charges in case of dishonor 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 Total Consideration, due and Taxes Payable in respect of the Unit/Apartment/Premises or any other administrative or legal expense incurred by the Promoters on account of delay in payment by the Purchaser/s and consequential actions required to be taken by the Promoters and

d. Fourthly, towards outstanding dues including Total Consideration in respect of the Unit/Apartment/Premises or under the Agreement.

Under any circumstance and except in the manner as aforesaid, no express intimation or communication by the Purchaser/s, with regard to

appropriation/application of the payments made hereunder shall be valid or binding upon Promoters.

4.14 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

## 5 CONSTRUCTION AND DEVELOPMENT.

5.1 The Owners/Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Premises to the Purchaser/s, obtain from the concerned local authority occupancy certificates in respect of the said Unit/Apartment.

5.2 The Owners/Promoters are entitled to handover the said reserved area and availed the benefit of development potential available in respect thereof in the development of the property and for the said purpose to apply for and obtain sanctioned of amended/modified plans and other permissions from the Concerned Development Authority.

5.3 The Owners/Promoters hereby represent and the Purchaser/s hereby confirm/s that the development as proposed is under a Layout Scheme and the Project, however, the Promoters on being required by the concerned authorities may have to construct ancillary structure for Electricity Transformer, water connections, pump house, as may be required under the applicable statues including TMC Act, MRTP Act, UDCPR Act.

5.4 The Owners/Promoters subject to the provisions of the said Act and the Rules framed thereunder, reserve their right to construct further and other wing / extra floors on the said 1 (One) wing in Building or any of them, as may be permitted and approved by the Concerned Authorities including TMC and in terms of the said Revised/further revision of the LOI/IOA/permissions etc. by availing all the development benefits and potentiality including the benefits of further extra construction by use of extra buildable area, Fungible FSI, Compensatory area etc.

5.5 The Area of the said 1 (One) wing and the building shall be as permitted and sanctioned by the Concerned Development Authorities with such modification/ variation/amendments as may hereafter be permissible by the said Concerned Authorities. The Promoters shall be entitled to apply for and obtain further revised LOI/IOA/IOD and all further sanction of plans, modifications, amendments, etc. in the sanctioned plans and other permissions, certificates, etc. for the extra construction from the Concerned Authorities including collector, TMC etc.,

6.1 If the Promoters fail to abide by the time schedule for completing the

project and handing over the [Unit/Apartment/premises] to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchasers agree to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoters.

6.2 Without prejudice to the right of promoters to charge interest in terms as above , on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes/GST levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement

6.3 Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD/Courier at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoters shall be entitled to terminate this Agreement.

6.4 Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoters.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said Wing and the Premises as are set out in Annexure 'G', annexed hereto.

## **8. POSSESSION**

8.1 The Promoters shall give possession of the said Commercial Premises/Unit/Apartment to the Purchaser on or before **30/06/2028** If the Promoters fail or neglect to give possession of the

Unit/Apartment/Premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Unit/Apartment/Premises with interest at the same rate as may mentioned in the clause 1.29 herein above from the date the Promotes received the sum till the date the amounts and interest thereon paid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit/Apartment/Premises on the aforesaid date, if the completion of building in which the Unit/Apartment/Premises is to be situated is delayed on account of war, civil commotion or act of God ;any notice, order, rule, notification of the Government and/or other public or competent authority/court. While handing over possession of the said Unit/Apartment/Premises the Promoters shall identify the car parking space if so allotted, as above.

- 8.2** Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Premises, to the in terms of this Agreement to be taken within 15 (days) from the date of issue of such notice and the Promoters shall give possession of the Premises to the Purchaser. The Promoters agree to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agree(s) to pay the maintenance and other charges/taxes as determined by the Promoters or association of Purchasers in the wing, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Wing.
- 8.3** The Purchaser shall take possession of the Premises within 15 days of the written notice from the promoters to the Purchasers intimating that the said Premises are ready for use and occupancy:
- 8.4** Failure of Purchaser to take Possession of Premises: Upon receiving a written intimation from the Promoters as above, the Purchaser shall take possession of the Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided as above the Purchaser shall continue to be liable to pay maintenance charges, taxes etc as

applicable.

9. The Promoters subject to the provisions of the said Act and the Rules framed thereunder are entitled to convert and change location as also user of any of the said 1 (One) wing of the Building and/or premises therein from residential to commercial / semi-commercial / shops and/or vis-a-versa (except the premises as allotted to the Purchaser herein) and apply for and obtain and/or cause to be applied and obtain necessary sanctions, permissions etc. from the Concerned Authorities. PROVIDED THAT the Promoters shall have to obtain prior approval in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Unit/Apartment/Premises of the Purchaser, except, any alteration or changes required by any Government and other concerned Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Purchaser/s. The Promoters may also make such minor changes and alterations as may be required by the Purchasers, within the said Unit/Apartment/Premises or as may be required by any other Purchaser/s of the said Project within his/her/their/its premises without the written permission of any other Purchasers of Unit/Apartment/Premises in the Wings/Building or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

9.1 The Project in which the Unit/Apartments/Premises is attached under these presents shall be known as “**LA RESIDENCY**”.

9.2 As per the permissions, approvals, so far issued the development potentiality available for construction of building is \_\_\_\_\_.

9.3 The Promoters shall construct the Wing in which the aforesaid Unit/Apartment/Premises agreed to be allotted to the Purchasers under these presents is accordance with the Approvals and/or Plans and amendments thereto as approved by the relevant Authorities.

9.4 The Purchaser is aware and agrees that the Promoters shall allow various balcony/utilities/open terraces (including the one located at the top of the Wing) to be used, partly or wholly, by one (or more) unit/Apartment purchaser(s)

9.5 In the concern wing and such Unit/ Flat /Commercial Premises purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Promoters and the said Unit/ Flat/Commercial Premises purchasers. The purchaser/s agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoters shall be at absolute liberty to allot/assign the said right to

such person/s in the manner as the Promoters may deem for and proper.

10. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby confirms to the Promoters to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoters 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 agreed to be paid by the Purchaser for the Unit/Apartment/Premises and any payment made by the Purchaser to the Promoters and/or any bank or financial institution nominated by the Promoters in writing, shall be treated as being towards the fulfillment of the obligations of the Purchaser under this Agreement to the extent of such payment.

11. **LOANS AGAINST THE UNIT/APARTMENT/PREMISES**

11.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any security created or to be created over the Unit/Apartment/ Premises in connection with such Loan (which requires the prior written approval of the Promoters), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

11.2 The Parties further agree that the Promoters shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit/Apartment/Premises and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoters shall have a lien on the Unit/Apartment/Premises to which the Purchaser has no objection and hereby waives his/her/their right to raise any objection in that regard. Except in case if any scheme of finance is agreed between the parties and same shall be in writing.

11.3 The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit/Apartment/Premises in any manner whatsoever without

obtaining prior written permission of the Promoters and/or the relevant banks /financial institutions which have advanced the Loan. The Promoters shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

11.4 In the event, if the Promoters exercise their right to cancel/terminate these presents due to any default in payment of the installments or commit breach or the terms hereof then in such event the Promoters after deducting the amount as mentioned in clause 4.3 above, shall refund the balance amount (without GST/ Stamp Duty and registration charges) to the bankers of the Purchaser/s against the Banker executing necessary document and return of the original of these presents. Such bankers shall not claim any other amount from the Promoters.

11.5 The purchaser indemnifies and hereby agrees to keep indemnified the Promoters and their successor and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and their successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the purchaser of the terms and conditions governing the loan.

## 12 CAR PARKING

12.1 At the request of the Purchaser, the Promoters/Owners have agreed to allot to the Purchaser to use \_\_\_ Car Parking Space in basement No. **one/two/three/stack**, from and out of the parking lot specifically earmarked for which the Unit/Apartment is allotted/sold under these presents (as the Promoters/Owners have proposed separate parking places in all the 3 (three) basements exclusive). The parking space if so allotted to the Purchaser shall be earmarked and identified at the time of handing over possession of the Unit/Apartment. The Purchaser is aware that the Promoters has/have in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units/Apartment in wing wise as above and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not permit the

Ultimate Organization to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoters to the various purchasers (including the Purchaser herein) of the Unit/Apartment in the concerned wing of the Building and the Project.

12.2 The Purchaser is aware and agrees and acknowledges that the Car Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner in any of the basements/stilt etc., as may be permissible under Applicable Laws. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall not raise any objection in respect of the format of Car Parking Spaces that may be allocated pursuant to this Agreement. The Purchaser hereby agrees not to raise any claim or grievance in respect of the Car Parking Spaces being allotted / allocated to the Purchaser.

### 13 **REGISTRATION**

13.1 It shall be the responsibility of the Purchaser to pay the Stamp duty and Registration charges before execution of this Agreement and immediately, after execution of this Agreement, at his/her/their own cost and expense, lodge the same for the registration with the office of Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Promoters the serial number under which the Agreement is lodged so as to enable the representative of the Promoters to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Promoters may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Promoters shall not be responsible or liable for any delay or default in such registration.

14. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

15. **TERMINATION**

- 15.1 Save and except what is contemplated in clause 15, this Agreement is not terminable, save and except the specific circumstances stated below. Both Parties confirm that he/she/they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.
- 15.2 Promoters shall have right to terminate this Agreement only in the following circumstances.
- 15.3 Non-Payment: If the Purchaser is in default of any of his/her/their obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out hereinabove (and Interest thereon, if any within 7 (seven) days of the date of the demand letter and on the purchasers committing three default of payment, in the event of such default, the Promoters shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 15 (fifteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 15 (fifteen) days from the date of notice of such default (or such default is not capable of being rectified), the Promoters shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (Promoters Notice of Termination).
- 15.4 Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party know to him/her/them any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Amalgamated Property or the Promoters or its representatives. In the event the Purchaser/s does or omits to do any such act, deed or thing then the Promoters shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Promoter Notice of Termination. Consequences of Termination and Payment of Refund Amount.
- 15.5 On a termination of this agreement by either Party in accordance with the provisions of this Clause 15, the booking/allotment of the Unit/Apartment/Premises shall stand immediately terminated and the purchaser shall have no right whatsoever with respect to the Unit/Apartment/Premises, save and except the right to receive the refund Amount in accordance with Clause 4.3.
- 15.6 Pursuant to the termination of this agreement, the refund amount shall be deemed to be due and payable to the Purchaser/s within 30 days from the

date receipt of the Promoters Notice of termination by the Purchaser/s, and shall be paid by Promoters to the Purchaser/s only on the registration of a Deed of Cancellation of this Agreement.

15.7 in the event, the Purchaser/s has/have availed the housing finance from/local finance any banker/financial institution and offered these presents and right of the Purchaser thereunder as security for repayment of such finance, on termination of these presents, the Promoters shall offer the refund of the amount as above to such banker/financial institution against execution of necessary documents for cancellation of the Agreement and returning back the original of these presents and other documents so deposited. However, the Promoters after termination of these agreement shall, on their own right without recourse to the Purchaser/s his/her /their bankers/Financial institution be entitled to deal with and allot the said premises to any other Intending Purchaser/Allottees. (covered as earlier with clarifications required if the Purchaser has taken loan/finance)

## **16. DEFECT LIABILITY**

16.1 If, during a period of 5 (Five) Years from the Date of Offer of Possession or occupation certificate, the Purchaser brings to the notice of the Promoters any Structural Defect in the Unit/Apartment/ Premises or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Promoters at their own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Promoters for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Promoters. Notwithstanding anything stated in this Clause or elsewhere in this Agreement, the Promoters shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause where the Purchaser has made any structural changes in the Unit/Apartment/Premises or in the materials used thereon.

## **17. SET OFF/ADJUSTMENT**

The Purchaser/s hereby grants to the Promoters the unequivocal and approval to recover / set off / adjust the amounts payable by the Purchaser to the Promoters including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Promoters or by the Promoters to the Purchaser pursuant to this Agreement and in relation to the Unit/ Apartment/Premises. The

Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard. Shall be deemed to have been waived.

## **18. ULTIMATE ORGANIZATION**

18.1 The Purchaser along with other purchaser/s of units/Apartment in the concerned wing (i.e. the wing in which the Unit/Apartment is situate and allotted) in Building shall join in forming and registering the Ultimate Organization/Society in respect of the such particular wing only within three months of receiving Occupancy Certificate or when the majority of units in all the buildings constructed on the project land have been sold, whichever is earlier. The Ultimate Organization/society shall be known by such name as the Promoters may in its sole discretion decide for this purpose. The Purchaser/s and other unit/Apartment holders in the Wing in which the same is allotted under these presents shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization/Society and return the same to the Promoters within 7 (seven) days from receipt thereof so as to enable the Promoters to register the Ultimate Organization/Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoters have made expressly clear to the Purchaser that separate Organization/Society shall be formed and registered if so permitted in respect of each wing (i.e. wing wise society/organization) and both the society/organization shall formed and registered an APPEX BODY.

18.2 The Promoters will register two separate entities as and by way of Ultimate organization/Company/Society – one each for the Commercial Wing and the Residential Wing on the Entire property.

18.3 The Promoters will register the Federation/Apex Body of the two separate Ultimate organization/Company/Society consisting of one Commercial Wing and one Residential Wing on the Entire property.

18.4 The Purchasers shall nominate their respective representatives to the Board/Committee of the two separate Ultimate organization/Company/Society.

18.5 The Federation/Apex Body of the two separate Ultimate organization/Company/Society shall manage the common facilities on the Entire property, viz.:

(1) the main entrance to the Entire property, including complete

- maintenance and security system with cctv installations and proper functioning of the same;
- (2) the security guards (male/female);
  - (3) the internal roads of the Entire property, including the regular maintenance and repairs;
  - (4) the common compound wall of the Entire property; including any additional entry/exit;
  - (5) the common ramp in the Entire property;
  - (6) the entire basement, including the lighting and other facilities;
  - (7) the Sewage Treatment Plant, including any chemical treatment if required;
  - (8) Storm Water Drainage system, including the outlet connection with the drainage of the Municipal Corporation of Greater Mumbai;
  - (9) Landscaping and trees/herbs/shrubs plantation, including horticulture schemes for the ground floor;
  - (10) Parking, including basement and mechanical parking.

18.6 The Board/Committee of the two separate Ultimate Organization/ Company/Society shall manage their respective facilities for their separate buildings, viz.:

- (1) fire fighting system, including the hidden sprinklers, hose pipes and fire extinguishers on the entire property and more specifically on each floor of the buildings;
- (2) Electricity installations and supply on each floor of the buildings;
- (3) Service, working and maintenance of the lifts in the buildings, including cctv in the lifts;
- (4) The amenities on the roof-top and e-level, including all the safety measures;
- (5) Electric meter box for the buildings for individual meters of each flat/unit;
- (6) Water supply and plumbing system with for the buildings with connection to each flat/unit;
- (7) Underground and overhead water tanks, with water pumping system, for the buildings with supply to each flat/unit.

18.7 The Promoters will apply for the registration of the Federation consisting of all such ultimate Organizations after the occupancy certificates have been received for all phases which form part of the Project on the Entire property. The Purchaser/s and other members of the Ultimate Organization(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for

the formation and registration of Federation and return the same to the Promoters within 7 (seven) days from receipt thereof so as to enable the Promoters to register the Federation. It is therefore clarified that the ultimate organization/society shall be formed in respect of both the wings separately in the building.

18.8 The Promoter shall, within three months of receipt of the occupation certificate of the said building, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

18.9 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

18.10 The Promoters hereby represent and clarify and the Purchaser hereby confirm that for commercial & residential has a separate access is proposed to be provided and there will be restriction on use of such access by each residential premises on the other commercial premises. The Promoters are also proposed to provide separate utility for residential premises and separate utility for commercial premises and occupiers thereof. None of the occupiers of any premises shall insists and/or use the utility separately provided to the other premises. As evident from the sanctioned plan the Promoters have proposed and have obtained permission, approval, sanction, service floor on 9<sup>th</sup> floor separately for commercial use and the occupier of residential Premises shall not claim any right independently through its society in respect of the aforesaid service floor which will be exclusively for the occupiers of commercial premises and society on being formed by them. Same as Amenities floor on 10<sup>th</sup> floor separately for residential use and the occupier of commercial Premises shall not claim any right independently through its society in respect of the aforesaid amenities floor which will be exclusively for the occupiers of residential premises and society on being formed by them. The aforesaid facts shall also be notified and being recorded in the organization/society and the APPEX BODY on being formed as also in the transfer documents.

18.11 The Promoters have represented and the Purchaser/s hereby confirm that since, an area reserved for 40 feet Kolshet Wide Road is required to be handed over to the concerned authority/TMC and in lieu thereof the Promoters have proposed and be entitled to use, utilize, consume and exploit the development potentiality so approved/to be approved by the Concerned Development Authority/TMC.

18.12 The Purchaser/s hereby agrees and undertakes that the Purchaser/s along with other Unit/Flat/Premises/Shop holders in the Ultimate Organization/Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of documents whereby ownership rights of the Building Property are transferred to the Ultimate Organization/ Federation.

18.13. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser/s and/or the Ultimate Organization and /or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser/s or the Ultimate Organization or the Federation, in respect of the Unit/ Building / amalgamated Property and in this regard the Purchaser/s for himself and the Ultimate Organization/Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building Property.

18.14. The Promoters hereby agree that it shall, before execution of Building Conveyance/ Federation Conveyance contemplated herein, make full and the true disclosure of the nature of its title to the Larger Property/and the adjoining land as well as encumbrances and/or claims, if any in/over the Property. The Promoters shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organization/Federation, the Property is free from encumbrances.

18.15 The Promoter shall, within three months of receiving Occupancy Certificate of all the wings, transfer to the society or Limited Company the Deed of Conveyance, right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

**19. FACILITY MANAGEMENT PROMOTERS, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND RECREATIONS FACILITIES.**

**19.1** The Purchaser, on or before taking possession of the said premise/unit/Apartment, shall pay the Promoters/Developers the following amounts.

- i) Rs. \_\_\_\_\_/- for legal charges
- ii) Rs. \_\_\_\_\_/- towards electric and water meter deposit and charges.
- iii) Rs. \_\_\_\_\_/- Development charges and infrastructure charges
- iv) Rs. \_\_\_\_\_/- Expenses towards providing fitness centre/ Gym (if so provided)
- v) Rs. \_\_\_\_\_/- towards \_\_\_\_\_(kindly fill in) charges

vi) Rs. \_\_\_\_\_/-  
=====

Rs. \_\_\_\_\_/- Total  
=====

The amount paid or becoming payable to the Promoters by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society at any time.

**19.2** The Purchaser shall also on or before taking possession of the said Unit/Apartment/Premises keep deposited with the Promoters the following amounts.

- i) Rs. \_\_\_\_\_/- for share money, membership application, entrance fee of the Society/APPEX BODY.
- ii) Rs. \_\_\_\_\_/-. per sq.ft for proportionate share of taxes and other charges as applicable to premises
- iii) Rs. \_\_\_\_\_/- towards pro-rata development charges
- iv) Rs. \_\_\_\_\_/- towards Layout Infrastructure
- v) Rs. \_\_\_\_\_?/- towards formation and registration of Society and scanning charges.

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Rs. \_\_\_\_\_/- Total

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- 19.3. The Promoters/Developers shall utilize the amounts paid by the Purchaser to the Promoters/Developers for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters/Developers and the cost of preparing and engrossing this Agreement and other documents
- 19.4 The Promoters/Owners shall be paid by the Purchaser an amount of Rs. \_\_\_\_\_/- towards maintenance, upkeep etc., of the common amenities and areas including street light, water pipe line, electricity lines, common transformer, etc., and after adjusting the amount so paid/cost incurred, the remaining amount shall be transferred to the APPEX BODY on being registered who shall thereafter continue to look after such common affairs and amenities.,
- 19.5 The Promoters/Developers shall maintain a separate account in the books in respect of sums received by the Promoters/Developers from the Purchaser as advance or deposit, sums received on account of the share money for admitting the Purchaser on the Society being formed and registered on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.
- 19.6 In the event the Promoters/Developers decide to provide gymnasium/extra facility for physical fitness/entertainment on stilt or such other place as may be permissible/to be approved by the Concerned Authorities in any of the wings/both the wings separately/Building, the Purchaser herein and all other Purchasers of Unit/Apartment in the building shall be liable to pay to the Promoters such amount of amounts as may be fixed by the Promoters towards providing such facility. The amounts so paid shall not be refundable nor the Promoters shall be required to render any accounts in respect thereof. On handing over the management and affairs of such extra facility, the Society/Appex body, as the case may be on being formed and registered shall undertake management of such facility and be further entitled to claim, recover, demand and receive such amount or amounts towards maintenance, repairs, replacement, etc. of such facilities. The Purchaser shall not be entitled to refuse to pay such amount irrespective of fact whether they agreed to avail such benefit or not.
- 19.7 All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to Goods and Services Tax, MVAT, Stamp Duty, etc.) and all such Indirect Taxes/ Levies have to be borne and paid by the Purchaser separately immediately up on the same being damaged by the Company.
20. The Purchaser/s is aware and agrees that the wings in the said Building and maintenance and upkeep of the common areas and amenities of the Wings/Buildings shall be managed by a Facility Management Promoters/

Company (FMC). The FMC will be appointed by the Promoters for a period of up to \_\_ (\_\_\_\_\_) months commencing from the date on which the last unit in the Building is offered for possession or any time prior thereto, in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 percent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the \_\_ (\_\_\_\_\_) months period, the Ultimate Organization/Federation may appoint the FMC for a further term or choose to appoint any other Facility Management Promoters.

20.1 The FMC shall be entitled to end its services by giving an advance written notice of 6(Six) months to the Ultimate Organization in the event.

a. The period of FMC's appointment has not been renewed at least 6 (Six) months before expiry thereof, or

b. The BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchaser at the due date (with a grace period of 30 days).

20.2. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end services of the FMC with advance written notice of 6 (six) months if such termination has written approval of 76% of Unit/Shop /Commercial Premises/Shop purchaser/s of the Building.

20.3. The Purchaser/s agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC. CAM Charges and Maintenance Related Amount.

20.4. The costs related to the upkeep and maintenance of the Building/ Project/ Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of unit and are payable as the BCAM Charges and FCAM Charges (collectively, the CAM Charges) as set out hereinabove. The CAM Charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actual.

20.5 The Purchaser shall be obliged to pay the same in advance on/before 1<sup>st</sup> day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM Charges on/before 30<sup>th</sup> June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30<sup>th</sup> August.

- 20.6 For the purposes of the avoidance of doubt, it is clarified the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes the possession or not.
- 20.7 The Purchaser is aware that the CAM Charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors. Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 20.8 The Purchaser undertakes to make payment of the estimated BCAM charges and the FCAM charges for the period stated hereinabove from the CAM Commencement Date on/ before the Date of Offer of Possession.
- 20.9 In the event the Ultimate Organization has been formed but there is/are units in the Building that are not sold by the Promoters (“Unsold Units”), the common area maintenance charges shall be payable by the Promoters for such Unsold Units on and from the date of handover of the Ultimate Organization by the Promoters and not prior to the same till such Unsold Unit/Flat/Premises/Shop is/are sold/leased.
- 20.10 All Maintenance Related Amounts stated hereinabove are compulsorily payable by the Purchaser in the future upon demand being raised by the Promoters/ Ultimate Organization, regardless of whether the Purchaser uses the some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the club and all other facilities provided by the Promoters/ Ultimate Organization till such time all due amounts are paid together with Interest for the period of delay in payment.
- 20.11 The Promoters shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organization and shall not provide expense details for any other head.
- Recreation and Other Key Common Areas**
- 20.12. The number of members of the Purchaser who are permitted to use the Recreation and/or other common areas of recreational/ food & beverages/ commercial use is set out in hereinabove. For any additional memberships, the same shall be permitted only if they are full time members of the Unit/Flat/Premises/Shop and on the payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Recreation subject to the rules and regulations of the FMC and payment of guest charges, if any as

determined by the FMC. The terms and conditions with respect to the operations of the Recreation and the Membership of the Recreation will be subject to the terms and condition/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirm and agrees to be bound by and abide by the terms and conditions and undertakes not raise any objections in this regard.

20.13 The Purchaser/s is aware that the Promoters seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Promoters has/shall enter into agreements with various third parties/operators (Service Providers) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI (FSI Free Constructed Spaces) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the Purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 7(seven) years.
- b. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Provides.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

20.14. The Purchaser is aware that the Promoters is not in the business of or providing services proposed to be provided by the Service Provider/FMC or through Service Provider/FMC. The Promoters does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Provider/FMC. The Parties hereto agree that the Promoters is not and shall not be responsible or liable in connection with any defect or the performance /non-performance or otherwise of these services provided by the respective Service Provider/FMC.

## 21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represent and warrant to the Purchaser as follows:

- i. The Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this

- agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - iii. There are presently no encumbrances upon the project land or the Project except those disclosed in the title report;
  - iv. There are no litigation pending before any Court of law with respect other project land or Project except those disclosed in the title report;
  - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project and, Building/wing and common areas.
  - vi. The Promoters have 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 prejudicially be affected;
  - vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project and, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement;
  - viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers.
  - x. The Promoters have duly paid and shall continue to pay and

discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

22. in terms of compliance of their obligations under the said Deed of Conveyance dated 28<sup>th</sup> January 2022 qua the said SCKPL, the Promoters/Owners herein have allotted to the said SCKPL agreed areas herein and on the said SCKPL either retaining for itself on or dealing with the same to its prospective purchasers/allottees, the society in building shall admit and enroll the said SCKPL/its nominee/assignee/intending purchases/ allottees from it shall admit and enroll as the respective members and shareholders who shall be liable to comply with full, observe and perform rules, regulations and bye laws of each of the societies.

23. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter execute this Agreement they shall not mortgage or create a charge on the Unit/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Unit/Apartment.

24. **PAYMENT OF TAXES**

24.1 Property Tax, N.A. Taxes and other statutory levies, maintenance and other charges etc., as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration/ levy charge/ CAM Charges, etc. the said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year. The Purchaser undertakes to make payment of the estimated Property Tax/N.A. Tax for the first 12 (Twelve) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

24.2 In the event of a shortfall between the amount deposited with the Promoters by the Purchasers towards Property Tax/N.A. Tax and the demand raised by the authorities (Shortfall Amount), the Promoters shall inform the Purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Promoters within 7 ( seven) days of receipt of intimation from the Promoters, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with the late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoters shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers

24.3 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organization at the time of handover of the affairs of the Ultimate Organization to the Purchasers.

24.4 If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Promoters towards Property Tax for the Unit shall be refunded to the Purchaser within 7 ( seven) days of the Promoters being informed by the Purchaser that such demand has been raised.

25. The nature and description of the common areas and facilities and limited common area and facility shall inter alia as follows:-

(a) Common areas and facilities:

The portion of the property/ property on which the project is developed and registered under the Act;

(b) Limited common areas and facilities:

(i) The common basements/stilt, terraces, parks, play areas, R.G., if any open parking areas and common storage spaces;

(ii) The place for the lodging of persons employed for the management of the Building No./ Wing/Wings including accommodation for watch and ward staffs or for the lodging of community service personnel;

(iii) Installations of central service such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;

(iv) The water tanks, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(v) All community and commercial facilities as provided in the real estate project;

(vi) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

26. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise, sale or assignment in law of the land, hereditaments and premises or any part thereof or of the said building/Wing thereon or any part thereof. Nothing contained herein shall deprive the Promoters of their right to let out space for hoarding/advertisement from the compound and/or terrace of the building. It is expressly agreed that the Promoters shall be entitled to sell/allot or permitted to use to any person/s right to put up hoarding/advertising in the compound and on the terrace parapet walls of the Wing/Building/portion thereof. The Promoters shall also be entitled to retain and let out terrace space above the top floor of the building for setting up cellular network and install antennae and related equipment and shelters entirely for the own benefit of the Promoters and the Purchaser shall not complain about the same.

27. The Purchaser/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as sanctioned or as may be permissible in law. He/She/They shall use the car parking / mechanical car parking space/basement /stilt, if so allotted/permitted only for purpose of keeping or parking the Purchaser's own vehicle. The Promoters shall have full right, absolute authority and entitled to allot / permit / amend stilt / basement car parking / mechanical car parking space not already allotted/permitted to such of the Purchaser/s of Promoters as the Promoters may deem fit and the Purchaser/s herein shall not object or dispute to the same. The said Basement & Basement parking(s) shall be accordingly amended in the final amendment plans. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased Car Parking /basement /mechanical car parking Space along with the premises under these presents from the Promoters, the Purchaser shall not be entitled to deal with disposing off the car parking / mechanical car parking space, if so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the premises in the Building. The Promoters, even after formation/registration of Society and execution of vesting documents shall be entitled to retain with them the unallotted / unpermitted Car parking / mechanical car parking space(s) with a exclusive right to permit use and allot the same in future to such of the Allottees in the buildings / any of the wings in the project at their sole discretion.

28. **BUILDING PROTECTION DEPOSIT**

- 28.1 The Purchaser/s shall, on/before the Date of Offer of Possession, pay to the Promoters, the Building Protection Deposit set out hereinabove.
- 28.2 The Building Protection Deposit shall be returned to the Purchaser/s after completion of fit-out/ interior work by the Purchaser/s and subject to the possession policy and permissible changes policy of the Promoters.
- 28.3 The Purchaser/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Promoters about completion of all fit-out or interior works in the Unit/Apartment. On receiving this notification, the Promoters representatives/ nominees shall inspect the Unit/Apartment, its 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 are in adherence to permissible changes in policy then the Building Protection Deposit shall be returned.
- 28.4 In the event any violations are observed by the Promoter's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 7 (seven) days from the date of the said intimation at his/her/their cost and risk. In the event the Purchaser fails to do the same, then the Promoters shall do the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all the costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 28.5 The Promoters/FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser/s hereto provides unconditional and approval to the Promoters to insert date on the cheque, as per its sole discretion and the Purchaser/s has no objection to the same and waives all his/her/their rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser/s, the Promoters/ FMC shall raise bills/invoices on the Purchaser/s and the Purchaser/s undertakes to pay the same within 7 ( seven) days from the date of such invoice. In case the Purchaser/s refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser/s and shall be reflected as arrears and shall be claimed from the Purchaser/s by the Ultimate Organization, at the time same is formed.

## **29. INDIRECT TAXES AND LEVIES**

- 29.1. The Purchaser/s agrees that all the levies charges, cess, Indirect Taxes, assignments of any nature whatsoever (present of future) in respect of the

Unit/Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser/s. All Direct Taxes in respect of profit (if any) earned from the development and sale to the Purchaser of the Unit/Apartment shall be borne by Promoters.

### **30. INTEREST**

30.1 The Purchaser/s agrees to pay to the Promoters, Interest (as defined at Clause 1.29 i.e. as per the provisions of RERA Act and Rules) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Promoters i.e., 7 (seven) days from the date the Promoters raise demand for the payment of such installment, till the date of realization of such payment. The Purchaser/s confirm that the payment of Interest by the Purchaser/s shall be without prejudice to the other rights and remedies of the Promoters and shall not constitute a waiver of the same by the Promoters, unless specifically provided by the Promoters in writing.

### **31. PURCHASER'S COVENANTS**

31.1 The Purchaser/s, for himself/herself/themselves/itself and with the intention to bring all persons into whatsoever hands the Unit/Apartment/Parking space may come, hereby covenants and undertakes:

- a. To maintain the Unit/Apartment at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not to do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization/ Federation or concerned local or any other Authority or change/ alter or make addition in or to the Unit/Apartment or the Building or any part thereof and shall:
  - (i) Not carry out any changes or alterations in the Unit/Apartment and/or Building which affect the Structure, façade and/or services of the following services of the units/Apartment/wings (including but not limited to not making any changes or to alter the windows and/or grills provided by the Promoters.
  - (ii) Not make any changes to the common area/lobby and structural changes in the Building;
  - (iii) Not relocate brick walls onto any locations which does not have a beam to support the brick wall;

- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
  - (v) Not change the location of the wet/ waterproof areas;
  - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
  - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs, or RCC, Pardis or other structural elements in the Unit/Apartment without the prior written permission of the Promoters and/or the Ultimate Organization;
  - (viii) Not to put any wire, pipe, grill, plant outside the windows of the Unit/Apartment to inter alia dry any clothes or put any articles outside the Unit/Apartment or the windows of the Unit/Apartment or any storage in any area which is visible from the external façade of the Building, save and except the utility area (if applicable); and
  - (ix) Keep the sewers, drains pipes in the Unit/Apartment and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Promoters as amended from time to time.
- c. The Purchaser hereby agrees and acknowledges that he/she/they are aware that some or all of the EBUT area is excluded/not counted in FSI. The Purchaser has studied and understood the plans approved by the concerned authorities and agrees to raise no claim in relation to the manner of approval of the EBUT areas.
- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/Building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As the third party service providers generally provide for piped gas connections and supply of gas in a building only when the significant portion of the building is occupied, the Promoters shall endeavor to provide the piped gas connection and supply of gas through such connection within a period of 24 months from the Extended DOP. In the event such Piped Gas Connection is not provided within the aforementioned period any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon (Piped Gas Connection Charges). The Purchaser agrees

and acknowledges that on refund of the Piped Gas Connection Charges, the Promoters will not have any further obligation or liability towards the Purchaser in this regard.

e. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 10 years from the Date of Offer of Possession and kept in good condition.

f. The Purchaser shall not store any goods which are hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization/ Federation.

g. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser on this behalf, the Purchaser shall be liable for the consequences of such breach.

h. The purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written approval of the Promoters.

i. The Purchaser shall not allow the Unit/Apartment to be used for user different from the nature of the user that it is intended for use by the Promoters i.e., residential units shall be used for residential use only, office units for office use only, retail units for retail use only, etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

j. The Purchaser shall use the Car Parking Space only for the purpose of parking the Purchaser's own vehicles.

k. The Purchaser shall ensure that the key common areas of the Building viz. Entrance lobby, garden & play areas, temples (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that re-furnishing/ major overhaul is done every 10 years, starting from the Date of Offer of Possession.

l. Not to put any claim in respect of the restricted amenities including open spaces, any spaces available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoters as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of

certain users/residents. The price of the Units has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

- m. To pay to the Promoters within 7 (seven) days of demand by the Promoters its share of security deposit demanded by the concerned local Authority or government for giving water, electricity or any other services connection to the Building in which the Unit is situated.
- n. To pay to the Promoters within 7 (seven) days of demand by the Promoters, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro- rata basis.
- o. To clear and pay increase in taxes, development charges, water charges, insurance and such other fees, levies, if any which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz. user of any purposes other than for residential or otherwise.
- p. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Promoters shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution Promoters in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out hereinabove as provisional electricity charges to the Promoters for providing this supply. The Purchaser undertakes to make payments in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Promoters shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser as per the terms of this Agreement.
- q. The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require a written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Promoters) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe

to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease, etc. which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Promoters) shall not be valid and not binding on the Promoters.

- r. The Purchaser agrees and acknowledges that the sample unit constructed by the Promoters and all furniture's, items, electronic goods, amenities, etc. provided thereon are only for the purpose of show casing the unit and the Promoters is not liable/ required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample Unit, other than as expressly agreed by the Promoters under this Agreement.
- s. The Purchaser confirm that this Agreement is the binding arrangement between the parties and the overrides any other written and/or oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- t. Until a Building Conveyance/ Federation Conveyance in favour of the Ultimate Organization/ Federation is executed and the entire Project is declared by the Promoters as completed, the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit/ Building/ Project/ Larger Property and/ or any part thereof to view and examine the state and condition thereof.
- u. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and/or Project from impeding, the ability of the Promoters or its representatives to enter into the Building and/or the Project and/or the Large Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and/or showing the Building/ Project to investors of third parties and/or in general for any marketing, promotional, photographic or other legitimate purpose of Promoters. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Promoters an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Promoters in this regard and the Promoters shall have an lien over the Unit for such amount till the payment in full.

- v. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organization to agree and ratify) that the Promoters shall have the unconditional and irrecoverable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/ no objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organization and such purchaser of such unsold unit/s shall be deemed to be a member of the Ultimate Organization. Where consents and/or permissions may be required from the Ultimate Organization pursuant to Applicable Law (illustratively for electricity), the Purchaser shall cause the Ultimate Organization to issue such consents and/or permissions forthwith on request.
- w. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building/ Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchasers/lessees/ occupants of these unsold units shall enjoy and shall be entitled to enroll all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/ Federation. In the event of a violation or breach of the covenants at Sub- Clause 20(v) and (w), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.
- x. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Promoters shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the Purchasers/ occupants of the unsold units.
- y. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Promoters shall provide photographic updates of the construction progress (quarterly or half- yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

- z. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals/ permissions as may be required by the concerned Authorities from time to time.
- aa. The Purchaser is aware that various purchasers have been chosen to buy unit(s)/Apartments in the development with assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Promoters has agreed to sell this Unit/Apartment to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the Project and/or the Promoters and/or development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligation under this Agreement.
- bb. The Purchaser undertakes to observe all the other stipulations and rules which are provided herein in order to enable the Building/Wing to be well maintained and enable all purchasers/ members to enjoy the usage of these areas as originally designed.
- cc. Not to dry the clothes or hang any clothes on any of the windows of the said premises, but shall use the dry balcony and space for that purpose;
- dd. Not to do or suffer to be done anything to the wing, entrance, lobbies, staircase etc. which may be against the Rules, Regulations and bye laws of the concerned Local and public bodies and/or which may be inconsistent with or in breach of the various permissions, sanctions etc. granted by the Concerned Authorities;
- ee. Not to encroach upon external and/or internal ducts, voids areas attached to the premises by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables etc.;
- ff. Not to affix or put any dish antenna, A.C. condenser units outside the premises, due to which likely possibility to spoil the exterior elevation of the premises/Wing/building. However, common dish antenna can be installed on the terrace of the building;
- gg. To keep and affix outdoor A/c units only in the location/space specified by the Promoters to the premises;

- hh. That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future;
- ii. Not to affix or put any grills outside the window as well as not to change material, color, holes, windows, chajjas, railing etc. due to which likely possibility to spoil the exterior elevation of the premises and building;
- jj. Not to put or keep plant pots, signboards and/or any object outside the windows;
- kk. In case of purchase of unit/Commercial Premises/Shop
  - i) not to keep any Articles, stores, goods, sign boards as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the Unit/ Commercial Premises/Shop and/or open space in compound of the wing/open plot;
  - ii) not to use of the unit for hotel/dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the Concerned Authorities of MCGM and State Govt.;
  - iii) to separately insure such premises/unit;
  - iv) not to change the internal/external work including of doors, windows etc.;
  - v) not to dismantle the flooring nor to underlay such flooring of the premises;

## **32. DISPUTE RESOLUTION AND GOVERNING LAW**

**32.1** If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

32.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved party under Sub- Clause- 32.1 above, then the dispute shall be referred to RERA Authority as per provision of Real Estate (Regulation and Development) Act, 2016, Rules and Regulation, their under.

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

33. **SEVERABILITY**

33.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any provision of this Agreement and all other provisions of the Agreement shall survive.

33.2 The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect to nearest provision being replaced, and that preserves the Party's commercial interests under this Agreement.

34. **WAIVER**

34.1 Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Promoters shall not be construed as waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Promoters.

35. **ENTIRE AGREEMENT**

35.1 The Parties agree that the Agreement schedules, annexures and exhibits and any amendments thereto constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoters in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinabove agreed upon between the Promoters and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

36. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the Real estate

Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.

**37. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for here in, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**38. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bombay.

39. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

40. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D and notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allotte's Address)

Notified Email ID:

M/s \_\_\_\_\_ Promoter name

(Promoter Address)

Notified Email-ID:

It shall be the duty of the Purchaser and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all

communications and letters posted at the above address shall be deemed to have been received by the promoters or the Purchaser, as the case may be.

#### **41 JOINT PURCHASER**

That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by it which shall for all intents and purposes to consider as properly served on all the Purchaser.

#### **42. CONFIDENTIALITY**

42.1 The Parties hereto agree that all the information's, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (Confidential Information) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior approval of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding the Parties and shall always be in full force and effect.

42.2 Either Party shall not make any public announcement regarding this Agreement without prior approval of the Other Party.

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

- a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi- judicial authority or recognized self-regulating Organization or the other recognized investment exchange having jurisdiction over the Parties; or
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.

#### **43. NOMINATION**

43.1 Since the Purchaser/s being individual, the Purchaser/s nominated the following being one of his/their respective heirs who shall be bound and liable to comply with the covenants and terms contained under these presents and be entitled to benefit under these presents.

Name of Nominee

1. Purchaser No.1
2. Purchaser No.2

43.2 In the event of the Purchaser/s being Partnership Firm/Corporate body, on dissolution of the Partnership or winding up/insolvency the corporate body the following person/s will be the Nominee who shall be bound and liable to comply with the covenants and terms contained under these presents and be entitled to benefit under these presents.

Name of Nominee

Purchaser

#### **44. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES**

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

#### **45. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

46. The Permanent Account Number/the Aadhar Number of the Parties hereto are as follows:

**PAN NO.**

**AADHAR NO.**

**OWNERS/PROMOTERS**

Trinity Creative Homes LLP

**PURCHASER**

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the larger land)**

Larger Land being New Survey No.29/1/A admeasuring 34.40 Gunthas (i.e. 3440 sq.mtrs.) (ii) New Survey No.29/1/B admeasuring 14.40 Gunthas (i.e. 1440 sq.mtrs.) aggregating in all 4880 sq.mtr. and the structure/building then existing on the larger land situate being all that piece and parcel of land or ground situate, lying and being at Kolshet Road, Thane (West) in the Revenue Village Balkum (now Dhokali), Taluka Thane, in the Registration District of Thane.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the adjoining Land)**

All that piece and parcel of land or ground admeasuring 74.69 sq.mtr. bearing New Survey No.37/11/B situate, lying and being at Kolshet Road, Thane (West) in the Revenue Village Balkum (now Dhokali), Taluka Thane, in the Registration District of Thane.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

ALL THAT Pieces or Parcels of Land or Ground bearing New Survey No. 29/1/A admeasuring 34.40 Gunthas i.e. 3440 sq.mtrs. (ii) New Survey No.29/1/B admeasuring 14.40 Gunthas i.e. 1440 sq.mtrs. aggregating in all 4880 sq.mtr. including an area of 1300 sq.mtr. forming part of new Survey No. 29/1/B being subject matter of reservation of 40 feet wide Kolshet road widening (iii) New Survey No. 37/11/B (Pt.) admeasuring 74.69 sq.mtr. or thereabout together with benefit of known exclusive right of way over 30 feet width from [as shown in orange colour hath lines on the plan being Annexure "C" to Agreement for Sale dated 25<sup>th</sup> August 2023] admeasuring in aggregate 4954.69 sq.mtr. situate, lying and being at Kolshet Road, Thane (West) in the Revenue Village Balkum (now Dhokali), Taluka Thane, in the Registration District of Thane

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

Commercial premises/Unit/Shop No.\_\_\_\_ admeasuring \_\_\_\_\_sq.ft. i.e. \_\_\_\_\_ sq. mtrs (carpet area as defined under RERA) on \_\_\_\_ Habitable Floor in known as “**LA RESIDENCY**” of and /along with one car parking space on \_\_\_\_ basement to be earmarked and identify at the time of handing over possession commercial premises/Unit/Shop in the project known as “**LA RESIDENCY**” constructed on the property described in the Second Schedule above referred to.

SIGNED, SEALED AND DELIVERED )  
by the withinnamed )  
“**OWNERS/PROMOTERS**” )  
**TRINITY CREATIVE HOMES LLP,** )  
through one of its Partners )  
**MINAT VENTURES LLP** )  
Through authorized signatory )  
**SHRI. MURJI DAMJI MINAT** )

And

**M DAMA VENTURES LLP** )  
Through authorized signatory )  
**SHRI. JAYESH MOHAN DAMA** )  
duly authorized under a )  
Letter of Authority dated \_\_\_\_\_ )  
Executed by its Partners, )  
in the presence of )

SIGNED, SEALED AND DELIVERED )  
by the withinnamed “**PURCHASER/S**” )  
\_\_\_\_\_ )  
in the presence of: )

