

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai on this _____ day of _____ 20_____,

BY AND BETWEEN

BIRLA ESTATES PRIVATE LIMITED, (PAN _____), a company incorporated under the provisions of Companies Act, 2013, having its registered office at Century Bhavan, Dr Annie Beasant Road, Worli Mumbai 400 030, and hereinafter referred to as "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **FIRST PART**;

AND

CENTURY TEXTILES & INDUSTRIES LIMITED (THROUGH ITS DIVISION CENTURY ESTATES), (PAN _____), a company incorporated under the provisions of Companies Act, 1956, having its registered office at Century Bhawan, Dr Annie Beasant Road, Worli Mumbai 400 030 represented by its authorized signatory, hereinafter referred to as the "**Land Owner**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **SECOND PART**

AND

"The Purchaser" the details whereof are more particularly provided in **Annexure "A"** hereto as the party of the **THIRD PART**.

The Developer, Land Owner and the Purchaser/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. By and under a Deed of Sale dated 23rd October, 1964 bearing registration No. KLN 2032 of 1964, one Gulamali Gulam Hussain Maulvi therein referred to as the Vendor conveyed and transferred two plots admeasuring 32 Gunthas and 10 Gunthas forming part of Survey No. 16 aggregating 1 Acre and 2 Gunthas in favour of Century Spinning and Manufacturing Company Limited (Proprietors of Century Rayon) therein referred to as the Purchaser for consideration mentioned therein and upon the terms and conditions contained therein. Pursuant to the aforesaid sale deed dated 23rd October, 1964, the name of The Century

Spinning and Manufacturing Company Limited was mutated in the 7/12 extract of land bearing Survey No. 16/1/5 (part) vide Mutation Entry No.669 dated 8th June, 1965. Thereafter, the land bearing Survey No.16 (part) admeasuring 1 Acre and 2 Gunthas purchased as aforesaid has been renumbered as Survey No.16, Hissa No.1/5 (part) ("**the said Property No.1**")

- B. By and under a Sale Deed dated 10th February, 1972 bearing registration No. KLN-216/1972, executed between (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Khatijabibi Abdul Vahab Farid, (4) Smt. Shajahan Begum Gulam Akbar Phangari, (5) Mehrunnissa Abdul Mohasin Arab, (6) Nazninbegum Hissamudin Fakih, and (7) Rashidabegum Jainuddin Maulvi therein referred to as the Vendors and Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) therein referred to as the Purchasers, the Vendors therein transferred and conveyed the land bearing Survey No. 16 Hissa No. 1 (part) admeasuring 12 Acres and 2 Gunthas ("**the Property No. 2**") to the Purchasers for the consideration mentioned therein. The Sub Registrar had recorded an endorsement about receipt of Income tax certificate and the document was accordingly renumbered under registration No. KLN-104/1976 on 22 January, 1976. Pursuant to aforesaid Sale Deed dated 10 February 1972, the name of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) was recorded vide Mutation Entry No.804 dated 9 August 1972 as the Purchaser in the record of rights of said Survey No. 16 Hissa No.1. Vide Mutation Entry No. 1331 dated 15 January 2013, it appears that pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Rayon (A division of Century Textiles and Industries Limited) in the record of rights in respect of said Property No. 2 alongwith other properties owned by it, the name of Century Rayon (a division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Chemicals (Props: Century Spinning and Manufacturing Company Limited).
- C. By and under a Sale Deed dated 14 October 1981 bearing registration No. 1594 dated 14 October 1981, executed by (1) Shri Gulam Ahmed Gulam Ali Maulvi, (2) Shri Abdul Razak Gulam Ali Maulvi, (3) Smt. Shajahan Begum Gulam Akbar Phangari, (4) Mehrunnissa Abdul Mohasin Arab, (5) Nazninbegum Hissamudin Fakih, (6) Rashidabegum Jainuddin Maulvi, therein referred to as the Vendors in favour of Century Chemicals (Props: The Century Spinning and Manufacturing Co. Ltd., Bombay) therein referred to as the Purchasers, transferred and conveyed the Survey No.17 area admeasuring 1 Hectare 62.90 Are equivalent to 4 Acre 01 Guntha ("**the Property No. 3**"), Survey No.18 area admeasuring 1 Hectare 43.70 Are equivalent to 3 Acre 22 Guntha ("**the said Property No.4**") and Survey No. 218 area admeasuring 0 Hectare 60.70 Are equivalent to 1 Acre 20 Guntha ("**the said Property No.5**"), total area admeasuring 9 Acres and 3 Gunthas. The Sub Registrar had recorded an endorsement that Income tax certificate under section 230 A of Income Tax Act,1961 etc. are received and the document accordingly was renumbered with registration No. bearing KLN-1002 on 28 April 1983. Pursuant to aforesaid Sale Deed dated 14 October 1981, the name of The Century Spinning and Manufacturing Company Limited was mutated in the 7/12 extract of said Property Nos.

3,4 and 5 vide Mutation Entry No.1092 dated 21 December 1991. Vide Mutation Entry No. 1331 dated 15 January 2013, pursuant to an application made for change of name from Century Spinning and Manufacturing Company Limited to Century Textiles and Industries Limited in the record of rights in respect of said Property Nos.3, 4 and 5 alongwith other properties owned by it, the name of Century Rayon (a division of Century Textiles and Industries Limited) accordingly was recorded in place of Century Spinning and Manufacturing Company Limited.

- D. In the aforesaid manner, the Land Owner has by virtue of various Sale Deeds, acquired and is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property No. 1, 2, 3, 4 and 5 aggregately admeasuring approximately 85220 square meters lying, being and situate at Village Shahad, Taluka Kalyan, District Thane, (hereinafter collectively referred to as "**the said Larger Property**");
- E. The Land Owner inter alia has mortgaged a portion of the Project Land bearing Survey No. 16 admeasuring 1 Acre 02 Gunthas in favour of the below mentioned banks for securing the due repayment of the facilities that were granted by the respective banks as more particularly stated therein. Further, it was clarified therein that the mortgage created thereunder over the mortgaged properties (including the portion of the said Property being Survey No. 16 admeasuring 1 Acre 02 Gunthas) shall rank pari-passu amongst the respective below mentioned banks for securing their respective facilities by and under the following Deed of Mortgages:
- (a) Indenture of Mortgage dated 22 June 2015 entered between Century Textiles & Industries Limited of the one Part, ICICI Bank Ltd., of the second part, HDFC Bank Ltd., of the third Part, Indusind Bank Ltd., of the fourth Part and State Bank of India of the fifth Part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-6113 of 2015;
 - (b) Deed of Mortgage dated 23 September 2015 entered between Century Textiles & Industries Limited of the one Part, Export Import Bank of India of the second part, The South Indian Bank Limited of the third part, Aditya Birla Finance Limited of the fourth part, Axis Bank Limited of the fifth part and State Bank of Travancore of the sixth part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-9086 of 2015;
 - (c) Deed of Mortgage dated 24 March 2014 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part, Bank of Baroda of the third part, State Bank of Hyderabad of the fourth part and State Bank of Mysore of the fifth part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-2398 of 2014;
 - (d) Deed of Mortgage dated 31 May 2013 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part and State Bank of Travancore of the third part

and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-3491 of 2013;

- (e) Deed of Mortgage dated 31 May 2016 entered between Century Textiles & Industries Limited of the one Part and State Bank of India of the second part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-4587 of 2016;
 - (f) Deed of Mortgage dated 16 February 2017 entered between Century Textiles & Industries Limited of the one Part and HDFC Bank Limited and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-2228 of 2017; and
 - (g) Deed of Mortgage dated 6 December 2013 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part, ICICI Bank Limited of the third part, Punjab National Bank of the fourth part, Union Bank of India of the fifth part, Citi Bank N.A. of the sixth part, IDBI Bank Limited of the seventh part and HDFC Bank Limited of the eight part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-8441 of 2013..
- F. The Land Owner is required to hand over an area admeasuring 22279.80 sq. mtrs. out of the said Larger Property in favour of the Kalyan-Dombivali Municipal Corporation ("**KDMC**") as more particularly shown in the layout plan as annexed hereto and marked as **Annexure "B"** and hereinafter known as "**the KDMC Area**". The balance area admeasuring of the said Larger Property after handing over the KDMC area shall hereinafter be referred to as "**the said Property**" which is more particularly described in the First Schedule hereunder.
- G. The Land Owner has vide its Resolution dated 12th December, 2017, effective from 21st December, 2018 renamed its division Birla Estates to Century Estates for developing its properties including the said Property.
- H. By and under a Development Agreement dated 3rd April, 2019 and a Power of Attorney dated 3rd April, 2019, the Land Owner inter alia granted development rights to the Developer for the consideration and upon the terms and conditions contained therein.
- I. The Developer is desirous of developing the said Property by consuming the Project FSI in a phased manner in the project which would be called as "**BIRLA VANYA**". As a part of the aforesaid development, the Developer has divided the development of the said Property into multiple phases/ clusters/ projects;
- J. The Developer has expressly informed the Purchaser/s that subject to plans sanctioned/approved by the Kalyan Dombivli Municipal Corporation ("**KDMC**") from time to time, the Developer shall develop the said Property in a phase-wise manner and has presently undertaken development of the First Phase on the said Property for

construction/development of 4 multi-storied towers having a common plinth and podiums and parking levels as per plans approved and as may be amended by the KDMC and other concerned authorities. The Project "**BIRLA VANYA - PHASE 1**" forms a part of the layout Plan approved by KDMC vide its letter bearing No. JA KRA KDMC/NRV/1293 dated May 31, 2018 ("**the said Project**"). A copy of the larger layout plan is attached herewith and marked herewith as **Annexure B**;

- K. KDMC has approved the building plans of the buildings/ towers to be constructed by the Developer on the said Property in the Project "**BIRLA VANYA - PHASE 1**" vide its Commencement Certificate/s bearing no. JA KRA KDMC/NRV/BP/K.V/2018-19/35 dated 29th October, 2018, copies whereof are collectively annexed hereto in **Annexure "C"** (hereinafter referred to as the "**Commencement Certificate/s**");
- L. By and under an Affidavit cum Bond dated 31st August, 2018, the Land Owner inter alia declared that there are no claims, actions, proceedings with respect to the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the said Property.
- M. The Purchaser/s consent and acknowledge that in addition to the plans sanctioned /approved by the KDMC, the Developer may propose to construct in the future, further buildings/towers/structures for utilities shops, offices, dispensary, school, creche, social amenities, recreational facilities, along with residential buildings in the layout on the said Property, subject to the approvals from the KDMC and the concerned authorities as per the proposed plans as annexed hereto and marked as **Annexure "D"**;
- N. The Developer shall be entitled to make variations, alterations, amendments or deletions in the plan approved by the concerned authority, however, the Developer shall obtain the prior consent of the flat/premise purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Developer may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in "**Annexure "E"**" to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "E"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Developer due to such consent not being granted to the Developer.

- O. The development of the said Property may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, sub-station, switching station for electrical power supply (to the project and the vicinity), access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by KDMC or any other government authorities from time to time. The Developer reserves the right in its absolute discretion to amend, alter and modify the Layout Plan from time to time as per their requirements and include also one or more buildings having one or more towers and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the said Property, which may be ultimately approved and/or amended/varied and sanctioned by KDMC and other bodies/authorities concerned;
- P. The Developer has expressly informed the Purchaser/s that subject to plans sanctioned /approved by the KDMC, the Developer is entitled to construct 4 Towers each comprising of stilt plus 6 podium floors and 32 floors (hereinafter referred to as "**said Buildings**") and delineated on the Block Plan annexed hereto and marked **Annexure "F"** shown surrounded by _____ color boundary lines. However, in the event due to planning/approval constraints, the Developer is unable to construct any building upto stilt plus 32 habitable floors, the Developer may increase/decrease the height of any of the other buildings on the said Property, to utilise the balance FSI. The Purchaser/s hereby grants its informed consent for the same;
- Q. The Developer is entitled to and proposes to transfer self-contained independent residential units in the Project "Birla Vanya - Phase 1" to intending buyers on 'ownership basis' and to enter into agreements with the intending buyers under the provisions of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") and the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 ("**MOFA**") the rules and regulations thereunder and such other applicable laws.
- R. The copy of the certificate of title dated 31st December, 2018 issued by M/s. Hariani & Co. with respect to the said Property is *annexed hereto* and marked as **Annexure "G"**;
- S. The development of the Project "**Birla Vanya – Phase 1**" on the said Property proposed by the Developer has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. **P51700019178** dated 9th January, 2019 and copy of the RERA Certificate is annexed and marked as **Annexure "H"** hereto;

- T. The development of the future proposed development by the Developer, will be registered as 'real estate project/s' with the Authority, under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the RERA Rules and the Regulations;
- U. The Purchaser/s has/have, prior to the date hereof, examined copies of the RERA Certificate/s and has caused the RERA Certificate/s to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser/s has/have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and Regulations and has/have understood the documents and information in all respects. The Purchaser/s has/have demanded from the Developer and the Developer has given the inspection to the Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder. The Purchaser/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects;
- V. After satisfying himself/herself/themselves/itself with regard to the title of the said Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Purchaser/s has/have applied and the Developer has agreed to sell to the Purchaser/s under the provisions of RERA and MOFA and the Rules and regulations made thereunder, residential Unit as more particularly provided in the **Annexure "I"** hereto in the said Project (hereinafter referred to as the "**said Unit**" and delineated on the Floor Plan thereof and thereon shown surrounded by ___ colour boundary line and marked **Annexure "I"**) along with right to use and enjoy proportionate share in the common areas, amenities and facilities of the said Project with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lumpsum consideration payable in the manner as more particularly mentioned in **Annexure "E"**
- W. The Developer proposes to provide the specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the **Third Schedule** hereunder written in the said Project;
- X. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or

verandah, as the case may be, which is appurtenant to the net usable floor area of the said unit, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

- Y. Prior to the execution of these presents the Purchaser/s has / have paid to the Developer a sum of Rs. _____/- (Rupees _____ Only) being part payment of the Consideration of the said unit agreed to be sold by the Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge at the foot of these presents) and the Purchaser /s has / have agreed to pay to the Developer balance of the Consideration in the manner hereinafter appearing in **Annexure "E"** annexed hereto and other charges as mentioned in **Annexure J**;
- Z. Relying upon the application, declaration and agreement, the Developer has agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.
- AA. The Developer has also agreed to permit the Purchaser/s to use _____ (_____) covered car parking spaces in the podium levels of the Project (hereinafter referred to as the "**Car Parks**");
- (The said Unit together with the proportionate share in common areas, amenities and facilities with the right to use the Car Parks are hereinafter collectively referred to as the "**said Premises**" and more particularly described in the **THIRD SCHEDULE** hereunder written).
- BB. The Developer has appointed M/s. Creations, registered with the Council of Architects for planning the proposed development of the said Property and has also appointed Pravin Gala Consultants Pvt Ltd, as Structural Engineers for preparation of structural designs and drawings of the said Project. The Developer reserves the right to appoint any such architects/engineers or project professionals which the Developer feels appropriate;
- CC. The Developer has given inspection of all the documents, permissions, approved plans, block plans for proposed development pertaining to the said Project as required under the Acts and the Rules and Regulations thereunder. The Purchaser/s has/have taken full and complete inspection thereof and has/have satisfied himself/herself/ itself/ themselves with the contents thereof including the right

of the Developer for continued development of the said Property by constructing buildings and selling the flats/units therein in the manner as determined by the Developer;

- DD. The Land Owner and Developer are required to execute and register a written agreement for sale of the said Premises to the Purchaser/s under the Act and are therefore entering into this Agreement with the Purchaser/s.
- EE. The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and shall be read, understood and construed accordingly.

PLANS:

1. The Developer shall construct/develop the said Project consisting of 4 towers/wings with common podium and parking levels on the said Property. The said Project shall be known as "Birla Vanya - Phase 1" for residential/commercial use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Developer shall be entitled to make such variations and modification as the Developer may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Developer, from the said concerned authority and/or such other entire Floor Space Index (FSI)/ (TDR) that may be available to the Developer in respect of the said Property. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of the entire FSI/TDR or otherwise howsoever from the said Property, shall only be for the use and utilization by the Land Owner/Developer, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Organization or the Apex Body or any other entity that may be formed in respect of the said Property to convey the said Property, infrastructure and amenities on the said Property. The consideration as mentioned in **Annexure "G"** to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "G"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure

suffered by the Developer/Land Owner due to such consent not being granted to the Developer. Such amount shall be payable by the Purchaser/s on or before handing over possession of the said Unit.

2. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer is constructing the said Project on a portion of the said Property delineated in the Layout Plan and identified as **Birla Vanya – Phase 1**. The Developer may in its/their sole discretion sub-divide the said Property/ said Property, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the said Property and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the said Property as a part of the development. Further, the Developer shall have the right to effect such alterations to the buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Purchaser/s in respect thereof. The Purchaser/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Developer in the course of the development of the said Property including the said Buildings, said Project, and said Property, such consent of the Purchaser/s shall be deemed to be his/her/their/its consent, contemplated by Section 14 of the RERA and such other applicable laws. The Developer shall not be required to seek any further consent of the Purchaser/s for the same. To implement any or all of the above changes, the Purchaser/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required by the Developer. The Purchaser/s also undertake/s not to raise any objections in this behalf at any time whatsoever. **PROVIDED** that the Developer agrees to obtain separate consent of the Purchaser/s in respect of such variation, alteration or modification, if the same may adversely affects the said Unit.
3. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that in addition to units to be constructed in the said Buildings, the Developer will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said Property. In addition to the said ancillary structures, the service lines common to the said Buildings and other buildings/structures being constructed on the said Property shall pass through portion of the said property upon which the Building is being constructed and other amenities and facilities which are common for the use of the said Buildings and other buildings being constructed on the said Property may be provided on the portion of the said Property over which the said Buildings are

being constructed and for which the Developer will not be required to take any further consent of the Purchaser/s under this Agreement.

PAYMENT:

4. The Purchaser/s hereby agree/s to purchase and the Developer hereby agrees to sell/transfer to the Purchaser/s the Unit as more particularly provided in **Annexure "I"** in the said Project at or for the lump sum consideration as more particularly provided in **Annexure "E"** hereto (hereinafter referred to as the "**Consideration**") as delineated on the Floor Plan (**see Annexure "I"**), and the right to use such numbers of **car parking space/s** as more particularly provided in **Annexure "I"** hereto in the podium level of the said Buildings in the said Project and proportionate shares in the common areas, amenities and facilities of the said Project on what is known as "ownership basis" under the provisions of the Acts made hereunder, ("**Amenities Charges**"), which shall be payable by the Purchaser/s to the Developer in the manner provided in **Annexure "K"** annexed hereto. The payments under this Agreement are exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The Purchaser/s hereby agree/s and consent/s that in the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of such additional GST based on revised rates on the Consideration.
5. The Purchaser/s is/are aware that the Purchaser/s are liable to deduct the applicable Tax Deduction at Source (TDS) at the time of making of any payment or credit of any sum to the account of the Developer, whichever is earlier in accordance with section 194IA in the Income Tax Act, 1961 or such other act as may be applicable from time to time. Pursuant to deduction of tax at source and payment of the same to the Government, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. The Purchaser/s are also aware that the TDS shall be payable on the gross amount of the Consideration or part thereof, excluding the GST or any such other taxes payable thereon by the Purchaser/s.
6. The Developer confirms that subject to approval and permissions from the concerned authorities, open parking space may be provided by the Developer which would be handed over to the Organization/Apex Body of all the Towers to be constructed in the said Project as per the availability and it shall be the responsibility of the Organization/Apex Body to allot the open car parking spaces as they deem fit and the Developer shall not be liable/responsible for the same.
7. The Purchaser/s is /are aware that the Developer shall develop and maintain, the open space (Recreational Grounds) for the common use of all the flat purchaser/ Purchaser/s of the buildings in the said Project until the conveyance to the Organisation of Purchasers. The Purchaser/s is/are further aware that all the pathways/ walkways through RG area as shown in the layout plan shall be used by all the flat purchaser/s /Purchaser of all the buildings in the said Project.

8. The Consideration includes price for right to use common areas, amenities & facilities and the Parking space pertaining to the said Buildings and no separate consideration / compensation is payable in that regard by the Purchaser/s to the Developer.
9. The Purchaser/s is/are satisfied about the specifications agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.
10. The Purchaser/s is/are fully aware and has/have satisfied himself / herself/themselves/itself and has/have understood and agreed that the Consideration in respect of the said Premises agreed to be purchased by the Purchaser/s is inclusive of cost of common areas, amenities and facilities and no separate consideration is payable in respect thereof by the Purchaser/s.
11. The Purchaser/s is/are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Developer to the construction/development of the said Project, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that before 15 days of possession having being delivered or deemed to have been delivered to the Purchaser/s by the Developer as provided under this Agreement, the Parties will cause to playhave done measurement of the said Unit to be carried out by any architect/surveyor approved by the Developer.
12. The Parties agree that upon finalizing the area of the said Unit in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.
13. It is clarified that 70% of the Consideration (other than GST or any other taxes etc.) to be paid by the Purchaser from time to time as per the provisions of RERA and in accordance with the Payment Schedule annexed hereto and marked as **Annexure "E"**, shall be deposited in a separate account as may be intimated by the Developer.
14. For this purpose, the Developer may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each installment of the Consideration to be paid. The Purchaser shall pay the same within 18 days of the date of such a demand notice. Further, the Developer is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
15. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to purchase of the said unit, the Purchaser undertakes to direct such financial institution to the Developer, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developer in accordance with the **Annexure "E"** through account payee cheque/demand

draft/NEFT/RTGS favouring the Developer or as may be intimated by the Developer.

16. The Purchaser/s agree/s and confirm/s that the certificate of the Developer shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Developer to the Purchaser/s, and the Purchaser/s shall make payments of the respective installments within 18 (eighteen) days from date of receipt of letter of intimation from the Developer, time being of the essence to such agreement. The Purchaser/s shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of the Developer. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 18 days, then and in such an event, the Purchaser /s agrees to pay to the Developer interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Developer on account of any default/ breach committed by the Purchaser /s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Developer will be first appropriated towards interest receivable by the Developer.

17. The Purchaser/s shall, before taking actual possession of the said Premises but within 18 (eighteen) days of intimation being received from the Developer, in addition to the Consideration, pay to the Developer the following amounts as more particularly provided in **Annexure "J"** (hereinafter collectively known as "**Other Charges**"). The Corpus Fund and the Advance Maintenance which shall be collected from all the purchasers of the premises in the Project shall be utilized in the following manner:

- a. The entire amount of the Corpus Fund shall be deposited in a separate bank account by the Developer and shall be handed over to the Organization/Apex Body of purchasers pursuant to the Land Conveyance as provided in Clause 62.
- b. The interest arising from the Corpus Fund shall be utilized to cover the maintenance cost of the project including the common areas and facilities. The Purchaser/s agree/s that the amount collected as Advance Maintenance shall be fully utilized prior to using the interest from the Corpus Fund towards maintenance. Any surplus interest shall be reinvested in the Corpus Fund.
- c. The principal amount of the Corpus Fund shall not be used by the Developer, save and except in case of an emergency or urgent requirement of funds and only in the event that the interest from the Corpus Fund is insufficient to cover the cost of such urgent requirement or emergency.

- d. Pursuant to the Land Conveyance, the Developer shall hand over the entire Corpus Fund, if any and any balance amounts out of the Advance Maintenance along with the audited statements of the Corpus Fund account and the Advance Maintenance account to the Organization/Apex Body, as the case may be.

18. GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Consideration, mentioned in **Annexure "E"** and the amounts/deposits mentioned in **Annexure "J"** or **Annexure "K"** or any other amounts/charges payable to the Developer by the Purchaser/s in terms of this Agreement, shall be borne and paid by the Purchaser/s within 18 (eighteen) days of intimation from the Developer and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

19. The deposits/amounts towards the respective heads as mentioned in **Annexure "J"** are as per the present estimate, and are subject to modification by the Developer at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in **Annexure "J"** above will be transferred to the Organization of Purchasers. The Purchaser/s agree/s to pay any deficit in respect of the amounts/deposits mentioned in **Annexure "J"** above to the Developer, within 18 (eighteen) days of demand made in respect thereof. Save and except for amount with respect to Corpus Fund and Advance Maintenance mentioned in **Annexure "J"**, the Developer shall not be liable to render any account of amounts to the Purchaser/s and/or the Organization of Purchasers to be promoted/ registered by the Developer.

20. The total consideration mentioned in **Annexure E** and the deposits/charges stated herein in **Annexure J** hereto are as per the current estimated cost for construction of the said Unit. The total consideration as mentioned in **Annexure E** and the deposit/charges herein in **Annexure J** to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under "**Annexure E**" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Developer/Land Owner due to such consent not being granted to the Developer.

21. The Purchaser/s agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Developer / Organization of Purchasers provisional monthly contribution as may be determined by the Developer towards the said outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and shall remain

deposited with the Developer till the formation of the Organization of Purchasers.

22. The Purchaser/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Purchaser/s on demand made by the Developer within 18 (eighteen) days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Purchaser/s separately.
23. Without prejudice to other rights of the Developer hereunder or in law otherwise, the Purchaser/s agree/s to pay to the Developer, interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws on monthly basis on all the amounts which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Purchaser/s to the Developer till full realization thereof. However, such delay in payment shall not exceed beyond a period of **48 (forty-eight)** days from the due dates thereof.
24. In the event that any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and a failure to make a payment under this Agreement and the Developer may at its option be entitled to exercise the recourse available thereunder as more particularly provided in Clauses 25 to 29 hereunder. Further, the Developer shall also at its sole discretion and without prejudice to its other rights, charge a payment dishonour charge of Rs.500/- (Rupees Five Hundred only) for dishonour of a particular payment instruction in addition to the Interest for delayed payment. Thereafter, the Developer may choose not accept any cheques and payments shall be paid by the Purchaser/s through bank demand draft(s) only.

DEFAULT BY THE PURCHASER/S AND ITS CONSEQUENCES:

25. The Purchaser/s agree/s that time is of the essence for making the payments mentioned in this Agreement. If the Purchaser/s fail/s to pay any installment of the Consideration as stated in Annexure E or amounts/deposits under Annexure J or any other amounts/charges payable to the Developer in terms of this Agreement within a period of 18 (eighteen) days from the date on which such amounts became due/payable, the Developer, failing which the Developer shall be entitled to claim and the Purchaser shall be liable to pay interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2%. Without prejudice to its other rights and remedies, shall address a written notice of 15 (fifteen) days to the Purchaser/s to remediate any breach under this Agreement, Thereafter, in the event of failure of the Purchaser/s to pay the outstanding amount along with interest, the Developer shall be entitled to terminate this Agreement. The Developer will be entitled upon such termination of this Agreement to sell and/or dispose of the said

Premises (or any part thereof) in favour of any third party or person as the Developer may deem fit at such price and on such terms as the Developer may deem fit and the Purchaser/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.

26. In the event of the consideration agreed to be received by the Developer on resale of the said Premises (in the manner mentioned in Clause 25 above) is more than the Consideration, the Purchaser/s shall not be entitled to make any claim in respect of such excess consideration received by the Developer upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Developer.
27. Upon termination of this Agreement, the Developer shall be entitled to forfeit 10% (ten percent) of the Consideration (hereinafter referred to as "**Earnest Money**") together with the amount of interest payable by the Purchaser/s in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amount (if any) to the Purchaser/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever within 90 days.
28. The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Purchasers in the aforesaid Clause 27 shall be construed as pre-estimated liquidated damages and Purchaser/s shall not at any time hereafter raise objections or dispute the same.
29. Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement and the Purchaser/s shall return to the Developer all the original documents, papers, writings executed between the Parties including the original Agreement. The Purchaser/s hereby appoints the Developer as his/her/its Constituted Attorney and authorizes the Developer to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Purchaser/s without recourse to the Purchasers, in the event the Purchaser/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or Cancellation.

RIGHTS AND OBLIGATIONS OF THE PARTIES

30. The Developer shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said

- Property; and
- (b) amalgamation of the said Property with any adjoining plots of land;
 - (c) The Purchaser/s and/ or the Organization of Purchasers or any other body formed by the purchaser/s of premises in the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Developer to carry out the necessary acts, deeds, matters and things.
 - (d) The Purchaser/s hereby grants his/ her/ their irrevocable authority and consent to the Developer that the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the tower/building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Developer.
31. If the FSI, by whatever name or form is increased (a) in respect of the said Property/ said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property/ said Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors, then in such event, the Land Owner/Developer shall be entitled to construct such additional floors as per the revised building/s plans and deal with the same in the manner the Land Owner/Developer deem fit and proper till the Land Conveyance as per clause 62 hereinbelow pursuant to the completion of the entire development.
32. The Purchaser/s expressly consent/s, accept/s and confirm/s the irrevocable and unfettered right of the Developer to construct the said Property and other structures (if any) on the said Property and said Property and/or additional floors on the said towers being constructed/ to be constructed in the future as on the said Property or said Property in the manner and as per the permissions / approvals received from time to time, without any further or other consent or concurrence. These consents and confirmations shall be treated as irrevocable No Objections (“NOCs”) / permissions given by the Purchaser/s, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment thereof and the Developer shall deemed to have complied with the said section, as long as the total area of the said Unit is not reduced.
33. The Purchaser/s hereby further agrees and covenants with the Developer to sign and execute all papers and documents in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the said towers/buildings in accordance with the plans relating thereto or such other plans with such additions and alterations as Developer may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the KDMC or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the said Property or said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to

be purchased by the Purchaser/s is/are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

34. Further, the Purchaser is aware that the Developer shall be and is developing the said Property and shall construct such structures and buildings as they deem fit.
35. The Purchaser /s agrees and gives his/ her/ their irrevocable consent/s to the Developer for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property or said Property, including the layout plans, designs and elevations etc. which are made available either at our office or on the website of the Real Estate Authority. Further, the Developer shall not be required to obtain consent in the following events:
- a. Any minor additions or alterations.
 - b. Any addition or alterations to any club house, common areas, amenities, etc.
 - c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
36. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Purchaser/s shall not transfer the same his/her/their/its right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer and also subject to the Purchaser/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement **PROVIDED HOWEVER** the Developer may, in its sole discretion, permit the Purchaser/s to transfer the benefits of this Agreement in favour of any other intending transferee prior to receipt of the entire Consideration, subject however to the payment of transfer premium and any other cost of transfer as may be applicable by the Purchaser/s and/or such intending transferee to the Developer at the rates as may be decided by the Developer in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Purchaser/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Developer within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Purchaser/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement.
37. The Purchaser/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of residence only, and

shall use / permit the use of the car parking spaces, if any, allotted to the Purchaser/s, only for the purpose of parking car/s of the Purchaser/s, and not for any other purpose whatsoever.

38. It has been expressly made clear to the Purchaser/s that he/she/they/it, shall not be entitled to claim any rebate or reduction in the Consideration, nor any other benefit/s from the Developer, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Developer shall cause to be carried out, and the Land Owner/Developer shall be entitled to use the additional area, if any, so granted to the Land Owner/Developer, from time to time by KDMC, or such additional FSI available on the said Property.
39. The Purchaser/s agree/s and undertake/s that the terrace of the top floor of the buildings in the said Project, including the parapet wall shall be the property of the Developer, and the Developer shall be entitled to use the parapet wall for any purpose including display of advertisements / sign boards etc. until the Building Conveyance of the said Property to the Organization of Purchasers and the Purchaser/s or the Organization of Purchaser/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, shall exclusively belong to the respective purchasers thereof and the Purchaser/s shall not object to the same at any time in future.
40. The Purchaser/s hereby agree/s that he/she/they/it, shall have no claim in respect of the said Property or any part thereof, and/or the and/or the said Property or any part thereof and/or the said Project or any part thereof, save and except the said Unit.
41. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that amenities and facilities such as swimming pool, if any may be commonly provided for multiple towers/buildings being constructed in the said Project on the said Property in terms of the said Layout Plan. The Purchaser/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the said Property / said Property as a part of the layout by the respective purchasers/occupants of premises therein.
42. The Developer hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI, if any) available in respect of the said Property is 1,10,000 sq. mtrs. or thereabouts only. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI, if any and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Developer till the full and complete development of the said Property. The Land Owner/Developer shall be entitled to purchase/acquire TDR and load the same on the said Property or any part thereof for which Purchaser/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Developer shall be entitled to undertake the construction work on the said property as is

convenient to the Developer and as may be permissible under Development Control Regulations and/ or by the KDMC and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Land Owner/Developer till the full and complete development of the said Property which may be acquired by the Land Owner/Developer hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Land Owner/Developer and/or its nominees including but not limited to the adjoining projects and/or sell and dispose of such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Purchaser/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Land Owner/Developer acquiring and/or developing any other adjacent property/properties to the said property, the Land Owner/Developer shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to KDMC and / or any other concerned authority of any adjacent property/properties on the said Property as the Land Owner/Developer in its/their discretion may deem fit and proper. In addition to the above, the Land Owner/Developer have further informed to the Purchaser/s that as per the prevailing rules and regulations, the Land Owner/Developer is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Land Owner/Developer shall carry out the construction activities on the said Property as per its/their discretion.

43. The Purchaser/s shall at no time demand partition of his/her/their/its interest in the said Premises or the said Project or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Purchaser/s that his/her/their/its interest in the said Premises or the tower/s/Project or any part thereof is impartible.
44. The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises by concerned authorities due to non-payment by the Purchaser/s or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Purchaser/s failing to comply with the terms and conditions of this Agreement.
45. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer has retained to itself the exclusive right of selecting T.V./Internet – Cable and dish antennae network in the said Project to be constructed upon the said Property. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The

consideration received for such assignment shall belong to the Developer alone. In view thereof, the Purchaser/s and /or other occupants of premises in the said Project shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of premise in the said Project and/or Organization of Purchasers shall pay the charges (including deposits) as may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ as the case may be.

46. The Purchaser is aware that the Land Owner inter alia has mortgaged a portion of the Project Land bearing Survey No. 16 admeasuring 1 Acre 02 Gunthas in favour of the below mentioned banks by and under the following Indenture/Deed of Mortgages, for securing the due repayment of the facilities that were granted by the respective banks as more particularly stated therein:

(a) Indenture of Mortgage dated 22 June 2015 entered between Century Textiles & Industries Limited of the one Part, ICICI Bank Ltd., of the second part, HDFC Bank Ltd., of the third Part, Indusind Bank Ltd., of the fourth Part and State Bank of India of the fifth Part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-6113 of 2015;

(b) Deed of Mortgage dated 23 September 2015 entered between Century Textiles & Industries Limited of the one Part, Export Import Bank of India of the second part, The South Indian Bank Limited of the third part, Aditya Birla Finance Limited of the fourth part, Axis Bank Limited of the fifth part and State Bank of Travancore of the sixth part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-9086 of 2015;

(c) Deed of Mortgage dated 24 March 2014 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part, Bank of Baroda of the third part, State Bank of Hyderabad of the fourth part and State Bank of Mysore of the fifth part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-2398 of 2014;

(d) Deed of Mortgage dated 31 May 2013 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part and State Bank of Travancore of the third part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-3491 of 2013;

- (e) Deed of Mortgage dated 31 May 2016 entered between Century Textiles & Industries Limited of the one Part and State Bank of India of the second part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-4587 of 2016;
- (f) Deed of Mortgage dated 16 February 2017 entered between Century Textiles & Industries Limited of the one Part and HDFC Bank Limited and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-2228 of 2017; and
- (g) Deed of Mortgage dated 6 December 2013 entered between Century Textiles & Industries Limited of the one Part, State Bank of India of the second part, ICICI Bank Limited of the third part, Punjab National Bank of the fourth part, Union Bank of India of the fifth part, Citi Bank N.A. of the sixth part, IDBI Bank Limited of the seventh part and HDFC Bank Limited of the eight part and registered with the Office of the Sub-Registrar of Assurances at Mumbai City under Serial No. BBE/2-8441 of 2013.
47. The Purchaser agrees and confirms that the Developer/Land Owner shall have the right to raise further finance / loan from any financial institution / bank / AIF or such other lending institution by way of mortgage / charge / securitization of receivables of the said Premises against security of the said Property, subject to the rights of the Purchaser to the said Premises).
48. The Developer may at any time assign, transfer, convey in whole or in part, its rights in respect of the said Project, subject to the rights of the Purchaser/s under this Agreement on such terms and conditions as the Developer may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Property.
- POSSESSION**
49. The Developer shall hand over possession of the said Premises to the Purchaser/s, by _____ ("**Delivery Date**"), **PROVIDED** that –
- Purchaser/s has/have not committed any default in making payments to the Developer of the respective installments of the Consideration on their due dates;
 - Purchaser/s is/are willing and ready to make full payment of all amounts/deposits payable to the Developer in terms of clause 4 and/or any other amounts /charges payable to the Developer under this Agreement; and
 - Prior to such date, the Purchaser/s is/are not in breach of any other terms and conditions of this Agreement.
50. However, the Delivery Date shall be automatically extended ("**Extended Delivery Date**"), if the completion of Building is delayed on account of war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development in the said Project; any specific stay or injunction order, notice, order, rule, notification of the Government, KDMC and/or other public or other Competent Authority or

Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.

51. The Parties herein agree and consent that the term mitigating circumstances in Clause 49 above shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Developer; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Developer The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Developer, as per the provisions of section 8 of the MOFA or section 18 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Developer and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Developer.
52. If the Developer, for any reason other than those stated hereinabove, is unable to give possession of the said Premises on the expiry of the Extended Delivery Date as specified in Clause 50 hereinabove, the Developer shall be liable to pay to the Purchaser/s interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws per annum on all the sums already received from the Purchaser/s in respect of the said Premises, for the delayed period (i.e. beyond the Extended Delivery Date) till the date of intimation by the Developer to deliver possession of the said Premises.
53. Upon completion of the construction and the Developer obtaining the Occupation Certificate with respect to the Project, the Developer shall intimate the Purchaser/s of such completion and shall give a written notice of 15 days to the Purchaser/s to make the balance payments and to take possession of the said Premises. During the period of 15 days from the notice, the Purchaser/s may carry out the inspection of the said Premises through an independent architect. On or before the 15 days of the notice, the Purchaser/s shall take possession of the said Premises, within 15 (Fifteen) days of intimation by the Developer ("the Date of Possession"). The Purchaser/s shall, on expiry of the 15 (Fifteen) days, or upon receiving possession of the said Premises (whichever is earlier), in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass to the Purchaser/s. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the

- date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Unit or not. In case of non-payment, the Developer shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Unit from the expiry of 15 days from the notice of possession.
54. The Purchaser/s agree that in the event that the Purchaser/s fail and/or neglect to take possession of the said Premises pursuant to the expiry of the notice of 15 days, then the Purchaser/s shall be liable to pay and the Developer shall be entitled to claim holding charges at the rate of Rs. ____/- (Rupees _____ Only) per sq. ft. carpet area of the said Premises for each such day of delay by the Purchaser/s in taking possession of the said Premises.
55. The Purchaser shall not be permitted to carry out any interior work, furniture, fittings, fit-outs in the said Premises before the Date of Possession.
56. As soon as the said Tower of the said Project is notified by the Developer as complete and offered possession of the said Premises to the Purchaser/s, the Purchaser/s shall pay to the Developer all balance installments of the Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 15 (Fifteen) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Premises.
57. Without prejudice to the aforesaid, if the Purchaser/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Tower or said Project before the Conveyance to the Apex Society or a period of 5 years from the date of possession, whichever is later, the Developer shall be entitled to call upon the Purchaser/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said Project to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s do/es not rectify the breach within the such period of 30 (thirty) days, the Developer shall be entitled to claim damages from the Purchaser/s with respect to such unauthorized changes. In the alternative, the Developer may in its sole discretion decide to carry out necessary rectification /restoration to the said Unit or the said Project and all costs/charges and expenses incurred by the Developer for carrying out such rectification /restoration shall be reimbursed by the Purchaser/s. If the Purchaser/s fail/s to reimburse the Developer any such costs, charges and expenses within 15 (fifteen) days of demand by the Developer, the same would be deemed to be a charge on the said Premises and the Developer will be entitled to recover from the Purchaser/s all such costs, charges and expenses. The Purchaser hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer and the Owners from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Project.

DEFECT LIABILITY

58. The said Unit shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the said Unit and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Developer within a period of 5 (Five) years from the date of handing over possession in accordance with Section 14(3) of RERA, it shall wherever and/or whenever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect to the Unit or defective material being used or regarding quality of workmanship of the construction.
59. If after the date on which the Purchaser/s has/have taken possession of the said Unit, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in clause 58 above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

ORGANIZATION OF PURCHASER/S, APEX BODY AND FINAL TRANSFER DOCUMENT

60. The Developer shall take steps for the formation of one or more Societies under the Maharashtra Co-operative Societies Act, 1960 in respect of the Tower/s/Building/s (the "**Organization**") as per provisions of applicable law in respect to the Project/s on the said Property. The Organization of Purchaser/s shall be known by such name as the Developer may in its sole discretion decide for this purpose. It is agreed and understood by the Purchaser/s that the Developer may opt, at its own discretion, to form separate organization for each of the buildings/towers. Within 3 months from the date of Occupation Certificate in respect of the said Tower/Building, the Land Owner and/or Developer shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization ("**Building Conveyance**") in respect of only the structure of the Tower/Building (excluding basements and podiums of the said Building) subject to the Land Owner/Developer's right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property/ said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.
61. Within 15 days of the demand raised by the Developer, the Purchaser agrees to pay an amount of Rs. _____ /- (Rupees _____ Only) towards payment of Society formation;

62. It is agreed and understood by the Parties that the Developer may, in its sole, discretion form and register an apex organization ("Apex Body") comprising of the various organizations formed in respect of the Tower and/or other towers to be constructed on the said Property including the Organization of Purchaser/s of the said Tower referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the said Property. Within 3 months from the receipt of the occupation certificate for the last building constructed in the said Property, the Land Owner and/or the Developer shall execute a Deed of Conveyance/assignment or such other transfer document in favour of the Organization/Apex Body in respect of all of their right, title and interest in the said Property **SUBJECT TO AND EXCLUDING** the Building Conveyance and the portion of the said Property admeasuring _____ sq. mtrs which is to be handed over to the concerned authorities and also subject to the right of the Land Owner/Developer (i) to dispose of unsold flats/premises, if any, and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the said Property ("**Land Conveyance**").
63. All individual organization in respect of the towers/buildings constructed on the said Property including the Organization of the said Tower shall become the members of such Apex Body. At the sole discretion of the Developer, part or whole of the land of the said Property and additional amenities and infrastructure including internal roads, in respect of the said Property and such parts of the said Tower which are excluded from the Building Conveyance may be conveyed to the Organization/Apex Body.
64. The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Organization/Apex Body 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 Land Conveyance or any kind of document whereby ownership rights of the Tower/Building/said Property are transferred to the Organization/Apex Body.
65. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Tower or any part thereof save and except the said Premises agreed to be sold to the Purchaser/s.
66. The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same

being forwarded by the Developer to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.

67. The Developer or its transferees, successors or assigns shall be admitted as member/s of the Organization of Purchasers to the extent of all unsold and/or unallotted premises, areas and spaces in the said Project. The bye-laws, Articles of Association/Rules and Regulations of the Organization of Purchasers shall not contain any provision contrary to the provisions herein contained and the Purchaser/s shall not in any manner raise objection to such admission.
68. It is further expressly clarified, agreed and understood that the Purchaser/s and/or the Organization of Purchasers shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the said Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the said Property being handed over and transferred to KDMC and/or the government or local bodies or authorities, of any other reason whatsoever.
69. A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Building in favour of the Organization or Declaration to be submitted under the RERA or other documents in favour of the Organization shall *inter alia* contain the following
- (a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Developer for safeguarding its overall interest in the said Property and /or said Property and the buildings;
 - (b) a covenant by the Purchaser/s to indemnify and keep indemnified the Developer and the Owners against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;
 - (c) The right of the Developer to full and complete access of the said Property for the construction of the additional structures/ towers/ floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the Premises comprised therein as its member without charging any additional amount;
 - (d) The Developer shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchaser/s and shall continue until the entire said Property is developed;
 - (e) Even after conveyance of the said Building, the Developer shall continue to have the rights and entitlement to advertise, market,

book, sell or offer to sell or allot to person to purchase any unit or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

- (f) The Developer shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Developer under Section 14(3) of RERA;
 - (g) The obligation of the Organization in respect of the said Building to become a member of the Apex Body as and when formed;
2. The Developer shall provide a common office space of _____ sq. ft. for the purpose of the Organization/s and/or Apex Body in the Project. Such office space shall be the common office space of all the Organization/s and/or Apex Body, including for the towers which may be constructed as a part of subsequent phases on the said Property.

PARKING SPACES

70. The Purchaser/s is/are aware that as a part of the common areas and amenities, the Developer will be providing several parking spaces in the stilt level/podium of the Building for use by the purchasers/occupiers of the premises in the said Building. At the request of the Purchaser/s, the Developer has allocated exclusively to the Purchasers the right to use the Parking Spaces at no additional cost/charge for the exclusive use of the Purchaser/s. The Purchaser/s is/are aware that the Developer has in the like manner allocated and shall be allocating other parking spaces to several purchasers/occupiers of premises in the said Project and undertakes not to raise any objection in that regard and the rights of the Purchaser/s to raise any such objection shall be deemed to have been waived. The Purchaser/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Developer hereby warrants and confirms to the Purchaser/s that upon formation of the Organization of Purchasers and execution of conveyances/ assignments/ transfers as the case may be, the Developer shall endeavour to cause such Organization of Purchasers to confirm and ratify the allocation of the Parking spaces in favour of the Purchaser/s and the Purchaser/s also hereby agree/s and confirm/s to provide all the necessary assistance to the Developer to cause the Organization of Purchasers not to alter or change the allocation of parking spaces (including the Car Parks) in the manner allocated by the Developer to the various purchasers/occupiers (including the Purchaser/s herein) of premises in the said Tower. The Purchaser/s is aware that the allotment and right to use the Parking spaces will ultimately be subject to the decision of the Organization of Purchasers and will not hold the Developer responsible for any loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the Organization of Purchasers.

71. The exact location and demarcation of the Parking spaces shall be at the sole discretion of the Developer and the same shall be intimated to the Purchaser/s at the time of handing over of possession of the said Unit. The Purchaser/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Developer of the Parking spaces.

FACILITIES IN THE PROJECT LAND

72. Developer Facilities:

The Developer shall provide to the Purchaser/s the common areas, amenities and facilities as more particularly described in the Third Schedule hereunder ("**Developer Facilities**").

73. Land Owner Facilities:

(a) Play School and Day Care for Children:

The Developer shall for the benefit and use of all purchasers of the premises in the said Project and/or members of the Organization of Purchasers to be formed of the purchasers and allottees of premises in the said Project, construct a playschool and day care facility for children, which will be retained by the Land Owner by utilizing the FSI on a portion of the said Property or upon any portion of the said Property as more particularly provided in the Third Schedule hereunder (hereinafter collectively referred to as "**Play School and Day Care Facility**"). The Play School and Day Care Facility and the premises thereof will be owned and managed by the Land Owner or its transferees, assignees, lessees, licensees, contractors, managers, nominee or nominees or successors and assigns until the conveyance to the Organization/Apex Body and the Land Owner shall become a member of the Organization/Apex Body in respect of the premises on which the Play School and Day Care Facility are situated. The Purchaser/s will be entitled to use the Play School and Day Care Facility, at the discretion of the Land Owner and subject to the payment of fees and other usage costs on the terms and conditions stipulated in that behalf by the Land Owner from time to time. Further, the Land Owner shall at his discretion be entitled to sell, transfer, lease, license or otherwise deal with the premises on which the Play School and Day Care Facility are situated and the Organization/Apex Body shall enter the name of such purchaser/transferee/lessee as the case may be in its records without any objection and without demanding any transfer charges for the same. Further, the Developer has informed the Purchaser/s and Purchaser/s has/have understood, agreed and confirmed that the Purchaser/s shall be given first preference to use the Playschool and Day Care Facility. The Purchaser/s have also understood, agreed and confirmed that the Playschool and Day Care Facility shall be made available by the Land Owner to third parties / outsiders, including the students and staff in addition to the Purchaser/s on such terms and conditions as may be set by the Land Owner in its absolute discretion. The Organization of Purchasers to be promoted and registered among the Purchaser/s, as required under the Acts, shall not have any share, right, title or interest or claim on the Playschool and Day Care Facility or other areas of portion of the said Property on which the Playschool and Day Care Facility are constructed by the Developer. The Land Owner or its successor(s) and assign(s) shall freely at their own discretion and without any necessity of any consent from the Purchaser/s be entitled to grant permission to any person or persons or company or companies, whether or not such person/s or company or companies are purchasers of residential premises in the said Project or other buildings/Structures being developed by the Developer on the said Property for use and enjoyment of the Playschool and Day Care Facility. The fee and all other monies received by the Land Owner for permitting use and enjoyment of the Playschool and Day Care Facility shall exclusively belong to and be

appropriated by the Land Owner or its nominee or nominees, as the case may be. All costs and expenses for construction of Playschool and Day Care Facility shall be borne solely by the Developer. The fees/charges payable to the Land Owner by any of the Purchaser/s for use of the Playschool and Day Care Facility will not create any right, title or interest of whatsoever nature over the Playschool and Day Care Facility in favour of the Purchaser/s. All costs, charges and expenses, maintenance, repairs, reconstruction, renovation in respect of the Playschool and Day Care Facility and outgoings including the licenses for running such Playschool and Day Care Facility and all other taxes connected therewith shall be solely borne by the Land Owner and all rights of the Land Owner in respect of the Playschool and Day Care Facility as above shall be incorporated in the Deeds of Transfer/Assignment/ Conveyance/ Declaration/Deeds of Apartments in favour of the Organization of Purchasers.

(b) Day Dispensary Facility:

The Developer shall for the benefit and use of all purchasers of the premises in the said Project and/or members of the Organization of Purchasers to be formed of the purchasers and allottees of premises in the said Project, construct a day dispensary facility, which will be retained by the Land Owner by utilizing the FSI on a portion of the said Property or upon any portion of the said Property as more particularly provided in the Third Schedule hereunder (hereinafter collectively referred to as "**Day Dispensary Facility**"). The Purchaser/s will be entitled to use the Dispensary Facility, at the discretion of the Land Owner and subject to the payment of fees and other usage costs on the terms and conditions stipulated in that behalf by the Land Owner from time to time. The Developer has informed the Purchaser/s and the Purchasers have understood, agreed and confirmed that the Day Dispensary Facility shall be for the exclusive use of the Purchaser/s. The portion of the said Property or said Property on which the Day Dispensary Facility will be constructed by the Developer shall always and at all times belong to the Land Owner and the Land Owner may at its sole discretion transfer, sell, lease or otherwise dispose of the premises on which the Day Dispensary Facility are constructed to the respective persons/entities who are appointed by the Land Owner to run and provide such Day Dispensary Facility. The Organization of Purchasers to be promoted and registered among the Purchaser/s, as required under the Acts, shall not have any share, right, title or interest or claim on the Day Dispensary Facility or other areas of portion of the said Property on which the Day Dispensary Facility are constructed by the Developer. The fee and all other monies received by the Land Owner for permitting use and enjoyment of the Day Dispensary Facility shall exclusively belong to and be appropriated by the Land Owner or its nominee or nominees, as the case may be. All costs and expenses for construction of Day Dispensary Facility shall be borne solely by the Developer. The fees/charges payable to the Land Owner by any of the Purchaser/s for use of the Day Dispensary Facility will not create any right, title or interest of whatsoever nature over the Day Dispensary Facility in favour of the Purchaser/s. All costs, charges and expenses, maintenance, repairs, reconstruction, renovation in respect of the Day Dispensary Facility and outgoings including the licenses for running such Day Dispensary Facility and all other taxes connected

therewith shall be solely borne by the Land Owner and all rights of the Land Owner in respect of the Day Dispensary Facility as above shall be incorporated in the Deeds of Transfer/Assignment/ Conveyance/ Declaration/Deeds of Apartments in favour of the Organization of Purchasers.

74. The Play School and Day Care Facility and the Day Dispensary Facility shall be collectively referred to as "**Land Owner Facilities**".

75. The Purchaser/s agree and confirm that even the purchasers of commercial premises in the Project shall be entitled to become members of the Organization/Apex Body. However, the maintenance payable by the purchaser/s of commercial premises in the Project shall not be the same as the maintenance payable by the purchaser/s of residential premises and the Purchaser/s shall not raise any claim, objection with respect to the maintenance either through himself or as a member of the Organization/Apex Body.

76. In relation to the Land Owner Facilities, the Land Owner or its transferees, assignee or successors and assigns shall be admitted to the membership of the Organization of Purchasers and the Purchaser/s shall not in any manner raise objection to such admission.

77. The Purchaser/s agree/s and consent/s, to the appointment by the Developer of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company**') to manage, upkeep and maintain the said Project together with the underlying portion of the said Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Project including the Purchaser/s proportionate share of the outgoings. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Organization of Purchasers. The Purchaser/s hereby grant their consent confirming such agreement / contract / arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or Organization of Purchaser/s for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Project and/or common areas and amenities & facilities thereto.

78. The Purchaser/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the said Project and use of the said Premises by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/ Facility Management Company and other purchasers of premises in the said Project and the Purchaser/s also agree/s and confirm/s not to raise any disputes/ claims against the Developer / Facility Management Company and other purchasers of premises in this regard.

79. The Developer will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Developer becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Organization of Purchasers in respect of such unsold/un-allotted units and car parking spaces in the said Project, then the Organization of Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developer, whether the Developer has demanded the same or not.

COVENANTS OF THE PURCHASER/S

80. The Purchaser/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Developer as follows –

- (a) To use the said Unit or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Organization of Purchasers, KDMC and other concerned authorities;
- (b) To maintain the said Premises at the Purchaser/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Developer to the Purchaser/s, and shall not do or permit to be done anything in the said Project and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Organization of Purchasers or concerned authorities or change / alter or make additions in the said Premises or any part thereof, to the said Building or any part thereof, and in the event of the Purchaser/s contravening any of the aforesaid provisions, the Purchaser/s shall be solely responsible for the consequences thereof;
- (c) The Purchaser/s undertakes to install air-conditioner/s and grills only in the space defined/identified by the Developer, in the said

Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Developer, in respect of the same;

- (d) The name and address of the said Project shall be known and displayed as "BIRLA VANYA". However, the Organization/Apex Body shall have such other name, in future, as per the sole discretion of the Developer, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, KDMC or any other concerned authorities. The name "BIRLA" shall not be used, either by the Purchaser/s or the Organization/Apex Body in any manner whatsoever, without the prior written approval and consent of the Land Owner/Developer.
- (e) The Purchaser/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Project, or the tiling / layout in / of the compound of the said Tower, or make any change in the landscaping, gardens or any part of the said Property on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Developer, at the time of giving possession;
- (f) Not to demolish or cause to be demolished, the said Premises or any part thereof including but not limited to any shear walls, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said Tower, and shall keep the said Premises, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the said Project, and shall not chisel or in any other manner, damage the columns, inner or outer walls, beams slabs or RCC pardis or the structural member of the said Unit;
- (g) The Purchaser/s are aware that the Developer is using aluminum shuttering technology, widely known as Mivan Technology to construct the towers/structures in the said Project and the Purchaser/s shall not in any manner damage, break, chisel any part of the structure, beams, slabs, etc. which are constructed using such technology.
- (h) Not to store in the said Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Tower/Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Developer/ Organization of Purchasers /concerned authorities. The Purchaser/s, shall not carry or cause or permit to be carried

heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the Building in which the said Premises is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Tower/lifts or any part thereof and /or said Premises on account of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;

- (i) To carry out at the Purchaser's own cost all repairs to the said Premises which may otherwise endanger the Tower/ Building, and in the event of the Purchaser/s doing or committing any act or deed in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof, to the Developer, Organization of Purchasers and /or concerned authorities;
- (j) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the Building or the said Property or any part /portion thereof;
- (k) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the said Project or other occupants or users of the said Tower, or visitors to the said Tower, and also occupiers of any adjacent, contiguous or adjoining properties;
- (l) Pay to the Developer, within 15 (fifteen) days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Tower;
- (m) To bear and pay proportionate share of local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Purchaser/s or otherwise;
- (n) Not to at any time demand partition of the Purchaser/s interest in the said Unit;
- (o) The Purchaser/s shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;

- (p) That the Purchaser/s shall observe and comply with all the rules, regulations and bye-laws which the Developer may specify and those which the Organization of Purchasers may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said Project and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Developer/ Organization of Purchasers regarding use of all common areas, amenities and facilities in the said Project and the Purchaser/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (q) Not do anything whereby the right, title and/or interest of the Developer/Land Owner to the said Property or any portion thereof is affected in any manner;
- (r) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Tower, without the prior written permission of the Developer / Organization of Purchasers /concerned authorities;
- (s) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit;
- (t) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Developer in terms of this Agreement;
- (u) The Purchaser/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Developer is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;
- (v) The Purchaser/s hereby covenant/s with the Developer, to pay any amount/s required to be paid by the Purchaser/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Developer;
- (w) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and/or the said

Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and

- (x) After possession of the said Premises is handed over to the Purchaser/s, the Purchaser/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other *Force Majeure* incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (y) The Purchaser/s shall observe and perform all the rules and regulations which the Organization of Purchaser may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower/ Building and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulation/s and conditions laid down by the Organization of Purchasers regarding the occupation and use of the Unit in the Tower/ Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (z) The Purchaser/s is/are fully aware that there is a high tension electric line passing through the said Property and the Purchaser/s hereby agree/s and confirm/s that he/she/they has/have no objection to the same. The Purchaser/s also hereby agree and confirm that the concerned authorities shall have access to the high tension electric line through the said Property and that the Purchaser/s and/or the Organization/Apex Body shall not deny such access to the concerned authority/ies.
- (aa) The Purchaser/s is/are aware that the Maharashtra State Electricity Board has access to the said Property to construct the sub-station on the said Property and such portion of the said Property on which such sub-station is to be constructed shall be given on lease to the Maharashtra State Electricity Board and such portion of land along with any other portion which is handed over to the concerned authority/ies shall not form a part of the Land Conveyance.

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

WAIVER

82. Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Developer, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this

Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Developer.

SET OFF/ ADJUSTMENT

83. The Purchaser/s hereby grants to the Developer the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Developer including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Developer to the Purchaser/s. The Purchaser/s 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/s, in that regard, shall be deemed to have been waived.
84. The Purchaser/s agree that the Developer shall be entitled to adjust/set off any amounts received from the Purchaser/s first against the interest payable, secondly against any statutory dues and thereafter against any outstanding dues of the Purchaser/s or in such other manner as the Developer may decide from time to time. The Purchaser/s shall not raise any objections or make any claims with respect to the manner of adjustment/set off made by the Developer.

NOTICE

85. All notices to be served on the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Purchaser/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post and/or Email at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Developer, and shall be deemed to have been received by the said Purchaser/s. The Purchaser/s agrees to inform the Developer in writing of any change in the mailing addresses as mentioned herein. In case of joint Purchaser/s all the communications shall be sent by the Developer to the first named Purchaser/s under this Agreement.
86. Any correspondence from or on behalf of the Purchaser/s address to the Developer shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Developer as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail shall be considered as legally binding between the parties, unless it is addressed to legal@birlaestates.com and not any other email ID.
87. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several. All communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

STAMP DUTY AND REGISTRATION CHARGES

88. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other

taxes whatsoever which are levied or become leviable, shall be borne and paid by the Purchaser/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Purchaser/s alone.

89. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the said Property / Project and has/have expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Unit and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Unit.

90. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Premises, which the respective Purchaser/s may sell, transfer / assign and shall be enforceable against all such transferees.

DISPUTE RESOLUTION

91. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Purchaser/s and the Developer ("Dispute"), shall be resolved between them through mutual discussions and amicable settlement.

92. The Purchaser/s hereby agree/s that if such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Developer chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Purchaser/s hereby grants his/her/its irrevocable

consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Purchaser/s. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

GENERAL PROVISIONS

93. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Developer and/or their agents to the Purchaser/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

94. NON WAIVER

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Tower, Building, Project, said Property, or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities and facilities specified in Third Schedule, will remain the property of the Land Owner/Developer until the formation of the Organization of Purchasers and transfer/assignment/conveyance of the said Project and underlying portion of the said Property in the manner provided hereinabove, as the case may be.

95. Foreign Exchange Management Act, 1999

It is abundantly made clear to all the Purchaser/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees, that in the event

of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Developer/ Land Owner accept no responsibility in this regard and the Purchaser/s agree/s to indemnify and keep the Developer and the Land Owner indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

96. **Anti-Money Laundering**

The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**"). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

97. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos,

emails, electronic messages, advertisements on outdoor hoardings, newspapers, radio, audio recordings and illustrations concerning the said Premises between the parties hereto.

98. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
99. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
100. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Developer immediately as and when demanded by the Developer and/or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Goods and Service tax, Education cess, Value Added Tax, W.C.T. tax, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Developer shall be entitled at its own option to terminate this Agreement.
101. The Parties agree that until the completion of the said Project the Purchaser/s shall not transfer/assign this Agreement or any of the rights contained herein without the prior written consent of the Developer. The Purchaser/s further agree that the terms contained in this Agreement shall continue to be applicable to any subsequent Purchaser/s of the said Premises, in case of a transfer/assignment.
102. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.
103. The Developer states that the Permanent Account Number allotted to it is _____.
104. The Land Owner states that the Permanent Account Number allotted to it is _____.
105. The Purchaser/s state/s that the Permanent Account Number allotted to him/her/it/them is _____.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

All those pieces and parcels of land having area admeasuring 89,738.29 sq. mtrs. (22 acres and 7 Gunthas) comprising of (i) Survey No. 16/1/5 (part) admeasuring 0 Hectare 42 Ares, (ii) Survey No. 16/1 (part), admeasuring 4 Hectare 87.12 Are, (a portion admeasuring 48,490 sq.mtrs. has now been assigned CTS No. 1550/B, 1550D and 1653), (iii) Survey No. 17 admeasuring 1 Hectare 62.90 Are, (iv) Survey No. 18 admeasuring 1 Hectare 43.70 Are and (v) Survey No. 218 admeasuring 0 Hectare 60.70 Are of Village Shahad, Taluka Kalyan and District Thane and bounded as follows:

On or towards the North : Survey no. 19 (Open Land)
 On or towards the South : Murbad Road, CTS. No. 1641 (Residential Buildings)
 On or towards the East : Survey no. 16/2, Survey No. 22 and Survey No. 23 (Residential Buildings)
 On or towards the West : Waldhuni River

SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Premises)

Unit No. _____ admeasuring _____ square mtrs carpet area and _____ square mtrs. of other useable areas aggregating to _____ square mtrs. of total useable area on ___ floor in ___ Tower in 'Birla Vanya – Phase 1' together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, amenities & facilities of the said Project, and the right to use ___ car parking spaces in the stilt level of the said Building/Project, being constructed on the said Property more particularly described in the Second Schedule referred above.

THIRD SCHEDULE ABOVE REFERRED TO
(List of Fittings, Fixtures, Amenities and Facilities, Common Areas and Specifications in respect of the said Project)

I. DEVELOPER FACILITIES:

A. INTERNAL AMENITIES

- 1.
- 2.
- 3.

B. EXTERNAL AMENITIES

- 1.
- 2.
- 3.
- 4.

II. LAND OWNER FACILITIES

- 1.
- 2.

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED AND DELIVERED by the
 withinnamed **Developer**,)
 _____ by the hand of its)
 Authorized Signatory)
 _____ duly)
 authorized under the Resolution of the Board)
 of Directors passed at its meeting held on)
 ____ day of _____ in the)
 presence of)
 1.)
 2.)

SIGNED AND DELIVERED by the)
 withinnamed **Land Owner** by the hand of its)
 Authorized Signatory)
 _____ duly)
 authorized under the Resolution of the Board)
 of Directors passed at its meeting held on)
 ____ day of _____)
 in the presence of)
 1.)

2.)
SIGNED AND DELIVERED by the)
 withinnamed Purchaser/s)
 (a) _____)
)
 (b) _____)

in the presence of)
 1.)
 2.)

Annexure "A"
 (Details of the Purchaser)

The details of the Purchaser are as below:

Mr. / Ms. _____,
 residing at _____

_____,
 hereinafter referred as "Purchaser", (which expression shall unless it be
 repugnant to the context or meaning thereof, be deemed to mean and include

his/her heirs, executors, legal representatives, administrators and assigns) of the THIRD PART; (applicable in case where purchase is by an Individual)

OR

Mr./Ms. _____,
and Mr./Ms. _____,
and Mr./Ms. _____,
and Mr./Ms. _____,
and Mr./Ms. _____,
all residing at _____

_____ hereinafter collectively referred as "Purchaser/s", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the THIRD PART; (applicable in case of Joint Purchasers)

OR

Mr. _____,
residing at _____

_____, in his capacity as Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as "Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the THIRD PART; (applicable in case where purchase is on behalf of HUF)

OR

M/s. _____, a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at _____

_____ hereinafter referred as "Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its partner duly authorised of the THIRD PART; (applicable in case where purchaser is in the name of a Partnership Firm)

OR

_____ Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____

_____ hereinafter referred as "Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the THIRD

PART; (applicable in case where purchaser is by public/private limited company)

OR

M/s. _____
a proprietary concern carrying on its business through its proprietor Mr./Ms.
_____ and having his office at, _____

hereinafter referred as "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the THIRD PART; (applicable in case where purchaser is by a sole proprietary concern)

OR

_____,
a public charitable trust registered with the office of the Charity Commissioner
under provisions of the Bombay Public Trusts Act 1950, having office at

_____, acting through
its trustee/s Mr./Ms. _____,

hereinafter referred as "Purchaser" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the THIRD PART; (applicable in case where purchaser is by a public charitable trust)

OR

_____, a private trust/
settlement having office at _____

_____,
acting through its trustee/s Mr./Ms. _____,

hereinafter referred as "Purchaser" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the THIRD PART; (applicable in case where purchaser is by a private trust)

OR

_____ LLP,
a limited liability partnership formed and registered under provisions of the
Limited Liability Partnership Act, 2008 and having its registered office at

_____ hereinafter referred as
"Purchaser", (which expression shall unless it be repugnant to the context or
meaning thereof, be deemed to mean and include its partners constituting the
partnership from time to time and its successor or successors in business and
permitted assigns) of the THIRD PART; (applicable in case where purchaser is
by LLP)

Annexure "B"
(Copy of Layout Plan)

Annexure "C"
(Copy of Commencement Certificate)

Annexure "D"
(Copy of Proposed Plans)

Annexure "F"
(Copy of Block Plan)

Annexure "G"
(Copy of Title Report)

Annexure "H"
(Copy of RERA Certificate)

Annexure "I"
(Details of Unit and Floor Plan)

Annexure "K"
(Amenities Charges)

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Annexure "E"
(Payment Schedule)

The Purchaser/s agrees to accept allotment/purchase from the Developer, the Unit at or for the Consideration of Rs. _____/- (Rupees _____ Only)

to the Developer in the following manner:–

- (i) Rs. _____/- (Rupees _____ Only), as booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Developer hereby admits and acknowledges);
- (ii) Rs. _____/- (Rupees _____ Only) being 5 % of the Consideration (after adjusting booking amount), within 15 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Developer hereby admits and acknowledges);
- (iii) Rs. _____/- (Rupees _____ Only) being 5 % of the Consideration, on Commencement of excavation;
- (iv) Rs. _____/- (Rupees _____ Only) being 15 % of the Consideration on completion of footing;
- (v) Rs. _____/- (Rupees _____ Only) being 15 % of the Consideration, on completion of Plinth;
- (vi) Rs. _____/- (Rupees _____ Only) being ____ % of the Consideration,, on completion of 2nd Slab;
- (vii) Rs. _____/- (Rupees _____ Only) being ____ % of the Consideration, on completion of 4th Slab;
- (viii) Rs. _____/- (Rupees _____ Only) being ____ % of the Consideration, on completion of 6th Slab;
- (ix) Rs. _____/- (Rupees _____ Only) being ____ % of the Consideration, on completion of 8th Slab;
- (x) Rs. _____/- (Rupees _____ Only) being ____ % of the Consideration, on completion of 10th Slab;

- (xi) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 12th Slab;
- (xii) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 14th Slab;
- (xiii) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 16th Slab;
- (xiv) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 18th Slab;
- (xv) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 20th Slab;
- (xvi) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of 22nd Slab;
- (xvii) Rs. _____ /-(Rupees _____
 _____ Only) being ____% of
 the Consideration, on completion of all Slabs;
- (xviii) Rs. _____ /- Rupees _____
 _____ Only); being 5 %
 of Consideration, on completion of walls, internal plaster, flooring,
 doors and windows of the said unit;
- (xix) Rs. _____ /- Rupees _____
 _____ Only); being 5 % of
 Consideration, on completion of internal plumbing, electrical work
 of the said unit;
- (xx) Rs. _____ /- Rupees _____
 _____ Only); being 5 % of
 Consideration, on completion of external plumbing, elevation,
 terraces with waterproofing of the building in which the said unit
 located;
- (xxi) Rs. _____ /- Rupees _____
 _____ Only); being 10 % of
 Consideration, on Completion of the lifts, water pumps, electrical
 fittings, electro, mechanical and environment requirements,
 entrance lobby/s, plinth protection, paving of areas appertaining
 the said building;

(xxii) Rs. _____ /- Rupees _____

_____ Only); being 5 % of
Consideration, on Possession of the said Premises being ready to
be delivered to the Purchasers but in any event before actual
possession of the said Premises being taken by the Purchaser/s;

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Annexure "J"
(Other Charges)

Upon the Developer offering the possession of the said Premises to the Purchaser/s and before taking possession of the said Premises, the Purchaser/s shall pay to the Developer, the following amounts, in addition to the amount of the Consideration:

- (i) Rs. _____/- (Rupees _____ Only) towards deposits to be paid to the concerned authorities/private companies towards supply of water, electricity, gas, telephone connection or any other service connection in relation to the said Project;
- (ii) Rs. _____ /- (Rupees _____ Only)
Advance Maintenance Charges for 12 months
- (iii) Rs. _____ /- (Rupees _____ Only) towards share application money.
- (iv) Rs. _____ /- (Rupees _____ Only) towards club-house development charges.
- (v) Rs. _____/- (Rupees _____ Only) towards Corpus Fund which shall be utilized only in the manner as provided in Clause 17 of the Agreement.
- (vi) Rs. _____/- (Rupees _____ Only) towards legal charges.
- thus aggregating to Rs. _____ /- (Rupees _____ only)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the
 withinnamed Purchaser the sum Rs. _____/- (Rupees
 Only) by

following cheques :

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
-------------------	-------------	---------------	-----------------

Total
 =====

All cheques in favour of the Developer being the amount of part payment
 payable by them to us.

WITNESSES:

WE SAY RECEIVED

_____.

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 DRAFT FOR DISCUSSION