

Deviation of Model Form highlighted in GREY Colour

Modifications/additional clauses highlighted in YELLOW Colour

DRAFT WITHOUT PREJUDICE

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") made and executed at the PLACE and on the DATE mentioned in **Item No. 1** and **Item No. 2** respectively of the **FIRST SCHEDULE** hereunder written

BETWEEN

FLOREAT INVESTMENTS PRIVATE LIMITED, a company under the provisions of Companies Act, 2013 and having its registered office at Shapoorji Pallonji Center, 41/44 Minoo Desai Marg, Colaba, Mumbai – 400 005 (hereinafter called "**Floreat**" or "**Promoter**") (CIN No. U65990MH1989PTC050983) GSTIN No. _____ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

The person/s specified in **Item No. 3** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "**the Purchaser/s**") which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals, his/her/their respective heirs, executors, administrators and permitted assigns; and in case of a body corporate, its successors, and permitted assigns; and in case of a partnership firm, the partners from time to

time of the said firm, the heirs, executors, administrators of the last surviving partner; and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign; and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and; in case of Limited Liability Partnership (LLP), the heirs, executors, administrators and legal representatives and the partner or partners for time being of the LLP) of the **OTHER PART.**

WHEREAS:

1. (a) By and under a Deed of Conveyance dated 10th April, 2018 registered with the office of Sub-Registrar of Assurances under serial no. BBE-2-4338 of 2018 read with Declaration Deed dated 27th June, 2018, and registered with the office of Sub-Registrar of Assurances under serial no. BBE-2-8070 of 2018 between Chatrubhuj Dwarkadas, Rajiv Pravin Devidas, Dhairyabala Pravin Devidas, Pravin Devidas, Damyanti Devidas, Vallabhdas Jethabhai, and Madhuri Vallabhdas Jethabhai, Shantikumar Mathurdas through their Constituted Attorney Floreat of One Part, sold, transferred, conveyed and assigned all their rights, title and interest in respect of property admeasuring in the aggregate 7,803.01 square meters i.e. 9,332.30 square yards, situate at Gamdevi, Girgaum Division, Greater Mumbai, Harishchandra Goregaonkar Marg, Gamdevi, Mumbai 400 007 in the Registration Sub-District of Bombay and bearing Cadastral Survey No. 1552 of Girgaum Division more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**Larger Land**" in favour Floreat of the Other Part. The Larger Land is shown delineated in Green colour boundary line on the plan annexed hereto as **Annexure "A1"**;
- (b) The Promoter is developing the Larger Land as provided under Regulation 33(7) of the Development Control Promotion Regulations of Greater Mumbai ("DCPR"), 2034 ("**Scheme**") (which expression shall also mean and include all additions and alterations made from time to time to the said Scheme), read with the applicable provisions of law including Regulation 33(7) of the Development Control Regulations, 1991 with Appendix III therein, provisions of Maharashtra Housing and Area Development Act, 1976 and the Maharashtra Regional Town Planning

Act, 1966 and the Mumbai Municipal Corporation Act, 1988, as amended up to date, in respect of the Larger Land;

- (c) Municipal Corporation of Greater Mumbai (“MCGM”) has approved Layout plans in respect of the Larger Land and subsequently has been further amended from time to time as mentioned in **Item No. 4 (a)** of the **FIRST SCHEDULE** from time to time. The Promoter reserves the right to alter, amend and modify the Layout for Larger Land or any part thereof in accordance with applicable laws;
- (d) The Maharashtra Housing and Area Development Authority (MHADA) has issued No Objection Certificate letter and has issued other NOCs as mentioned in **Item No. 4 (b)** of the **FIRST SCHEDULE** from time to time and have permitted the Promoter to redevelop the Larger Land under the said Scheme;
- (e) While sanctioning plans, the MCGM, the MHADA and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while redeveloping the Larger Land (defined hereinafter) and the Project Land (defined hereinafter) and upon due observance and performance of which the Occupancy Certificates in respect of the applicable structure/s shall be granted by the concerned local bodies and authorities;
- (f) As part of the Larger Layout/Layout requirement, the Promoter is required to hand over certain portion from and out of the Larger Land to MCGM;
- (g) Floreat has constructed buildings on a portion of the Larger Land named as (i) JK Tower (in approved layout wings ‘A’ & ‘B’), (ii) Sterling Tower (in approved layout wing ‘B’) ; and (iii) a bungalow for the erstwhile co-owner Vallabhadas Jethabhai and Madhuri Vallabhadas (in approved layout wing A) in another portion of the Larger Land under the said Scheme;
- (h) In addition to the buildings constructed on the portion of the Larger Land as stated in above recital, the Promoter has now obtained necessary permissions from Competent Authority(ies) for construction of rehab building (in the approved layout identified as “DI” & “D2”) (“**Rehab Tower**”) and one composite building (in the approved plan identified as “E”) (“**Composite Tower**”) known as “**The Odyssey**”. The Composite Tower will have 1 (one) basement + 1 (one) stilt/ground floor + 20 (twenty) podiums + 22 (twenty two) habitable floors from 21st to 45th floors , 2 (two) service floors on 22nd and 40th floor, 4 (four) refuge floors on portion of 21st, 29th, 36th & 44th floors and one Club House on portion of 21st

floor (in respect of which IOD has been obtained); and in addition, the Promoter proposes to construct additional floors above 45th as may be sanctioned from time to time subject to procurement of necessary approvals including sanctioned plans as stated hereinbelow. It is hereby clarified that applicable flats on the 23rd floor to 28th floor, 29th floor (part), 30th floor, 31st floor and one flat on 32nd floor as more particularly described in **Annexure "A2"** shall be constructed for rehab purposes; and all the other applicable flats (as may be sanctioned from time to time) shall be for free sale purposes to be constructed on a portion of the Larger Land as more particularly described in the **THIRD SCHEDULE** hereunder written;

- (i) The Promoter shall construct the said 1 (one) Composite Tower (in the approved layout identified as "E") known as "**The Odyssey**" on land admeasuring approximately 721.46 square meters ("**Project Land**") forming part of the Larger Land as more particularly described in **THIRD SCHEDULE** hereunder written;
- (j) The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter intends to put up additional construction from 45th floor onwards as may be sanctioned from time to time on the said Composite Tower as shown on the proposed building section plan annexed hereto as **Annexure "A3"**. It is hereby clarified that any reference to the Composite Tower / Project shall hereinafter include a reference to the proposed additional floors as set out in the proposed plans shown in the said **Annexure "A4"** as and when sanctioned;
- (k) The entire development potential of the said Larger Land shall belong to the Promoter who shall be entitled to use it in such manner as it may deem fit including use of such development potential on the Project Land / Larger Land as per applicable laws.

2. All buildings stated hereinabove together form part of a single layout for development approved by the MCGM ("**Larger Layout**"). The plan showing Project Land, surrounded by purple colour verged lines is annexed hereto as **Annexure "A1"** hereunder written. For the purpose of this Agreement, the Project Land along with the Tower(s)/Building(s) to be constructed thereon and amenities/facilities to be provided therein for sale purposes is referred to as the "**Layout**", which is subject to changes as may be required in the interest of the Project under the provision applicable Laws.

3. The Promoter has/shall appoint/ed and/or be entitled to appoint a Shapoorji Pallonji entity as a development and marketing manager for effective monitoring, supervising, administration, coordination regarding planning, and marketing of the Project (defined hereinafter) as mentioned in **Item No. 6** of the **FIRST SCHEDULE**.
4. By and under an Common Mortgage Cum Hypothecation Deed dated 1st November, 2022 registered with the office of the Sub-Registrar of Assurances under serial no. BBE-3-19846 of 2022 executed inter alia between Floreat Investments Private Limited, therein referred to as Issuer 4 and Vistra ITCL (India) Limited, therein referred to as the Common Security Trustee ("**Mortgage**"), the Promoter mortgaged inter-alia all its right title and interest in the Project and all present and future development rights in the Project, and also the Project land forming part of the Project, for securing the amounts therein and on the terms and conditions contained therein.
5. The Promoter is entitled and enjoined upon to construct building/s on the Project Land in accordance with the recitals herein and is in possession of the Project Land.
6. The Promoter has registered part of the Composite Tower (excluding the rehab component/units/flats therein) as mentioned in **Item No. 5** of the **FIRST SCHEDULE** as "Shapoorji Pallonji The Odyssey 1" under the provisions of RERA with the Real Estate Regulatory Authority at Mumbai under the name mentioned in **Item No. 6** of the **FIRST SCHEDULE**, bearing registration number mentioned in **Item No. 7** ("**Project**") authenticated copy of which is annexed hereto as **Annexure "A5"**. It is clarified that Promoter shall, from time to time, register other projects 45 floor onwards in such phase or phases as it may deem fit under the provisions of RERA.
7. The Promoter proposes to construct/be constructing the Tower as mentioned in **Item No. 5** of the **FIRST SCHEDULE** having details as mentioned in **Item No. 8** of the **FIRST SCHEDULE** on the land forming part of the Larger Land and more particularly described in **THIRD SCHEDULE** hereunder written and shown on the plan thereof annexed hereto as **Annexure "A1"** and thereon shown surrounded by purple colour verged lines being the "Project Land".
8. This Agreement is in relation to the Project as mentioned in **Item No. 6** of the **FIRST SCHEDULE** and Tower as mentioned in **Item No. 9** of the **FIRST SCHEDULE** which shall be constructed as may be permissible and approved by the concerned authorities from time to time by utilizing part of the Floor Space

Index (as defined hereinafter) as may be available and in accordance with the plans that may be approved by the concerned authorities from time to time. It is clarified that as per the existing building plan approvals, only a part of the presently available development potential in respect to the Larger Land is being utilised in the course of construction and the Promoter shall from time to time make applications to the MCGM for amendments to the approved plans and for issuance of further Commencement Certificate (CC) and plans such that part of the development potential of the Larger Land, as may be decided by the Promoter, is consumed in the course of construction of the proposed structure/s on the Project Land/Larger Land.

9. The Purchaser/s, being desirous of purchasing a Residential Flat in the Project mentioned in **Item No. 6** of the **FIRST SCHEDULE** and **Tower** as mentioned in **Item No. 9** of the **FIRST SCHEDULE** to be constructed on the Project Land, has/have inspected photocopies of the title documents, NOCs issued by MHADA from time to time for the Larger Layout and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking and registration of this Agreement. A copy of the Certificate of Title in respect of the Larger Land described in the **SECOND SCHEDULE** issued by Advocate is annexed hereto as **Annexure "A6"**. A copy of the extract of the Survey Register of the said Larger Land is annexed hereto as **Annexure "A7."** A copy of the Floor Plan of the said Residential Flat is delineated in red colour and is collectively annexed hereto as **Annexure "A8"**. The copies of the Approved Layout Plan, Intimation of Disapproval (IOD) and Commencement Certificate (CC) granted by the MCGM for the Tower as mentioned in **Item No. 9** of the **FIRST SCHEDULE** are annexed hereto as **Annexure "A9", "A10" and "A11"** respectively.
10. On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Project Land /Larger Land and the plans, designs and specifications prepared by the Promoter's Architect M/s Hafeez Contractor and of such other documents specified under the RERA and Maharashtra Rules and Regulations made thereunder including :(i) Title certificate; (ii) MHADA NOCs; and Approved Larger Layout Plan; (iii) Approved Plans; (iv) Commencement Certificate; (v) Extract of the Survey Register of the said Larger Land; (vi) The MCGM approved Unit Plans (vii) proposed building plan from 45th floor onwards in respect of the Composite Building.

11. The Purchaser/s is/are offered a residential flat in the said Project, by the Promoter and the Purchaser/s hereby **agrees to purchase** a residential flat, bearing Flat No. and Floor No. as mentioned in **Item Nos. 10 and 11** of the **FIRST SCHEDULE** in Tower mentioned in **Item No. 9** of the **FIRST SCHEDULE** ("**Residential Flat**") admeasuring Carpet Area as mentioned in **Item No. 12** of the **FIRST SCHEDULE** to be constructed on the said Project Land, together with the right to park such number of car/s in the Car Parking Space/s as mentioned in **Item No. 13** of the **FIRST SCHEDULE** incidental to said Residential Flat together with the right to use and maintain the appurtenant areas as mentioned in **Item No. 14** of the **FIRST SCHEDULE** as more particularly described in the **FOURTH SCHEDULE** hereunder written subject to the terms and conditions mentioned herein.

12. On or before entering into this Agreement, the Purchaser/s has/have examined and satisfied himself/themselves about the title of the Promoter to the said Larger Land as also the rights of the Promoter to sell and transfer the said Residential Flat and other dimensions and specifications of the said Residential Flat agreed to be sold to the Purchaser/s by the Promoter as per the terms and conditions contained in this Agreement and its right. There are no litigations pending before any Court of law with respect to the Specified Land except those disclosed in the title report /RERA website. The Purchaser/s shall not raise any requisition or objection whatsoever hereafter.

13. The list of fixtures and fittings with regard to the flooring and sanitary fittings and amenities, with particular brand **(if so specified herein), or equivalent** to be provided by the Promoter in the Tower and the said Residential Flat are set out in in Annexure "**B1**" hereunder written ("**General Specifications**"). **It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/alter/substitute the said General Specifications in the event the same are unavailable, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter subject however to the applicable law. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Residential Flat on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may**

be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such change/substitution. It is clarified that the General Specifications may not be manufactured or produced by the Promoter and that the same may have been sourced from third party vendors/suppliers. Some of the General Specifications may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Residential Flat with the General Specifications is handed over by the Promoter to the Purchaser/s, thereafter in case of any operational issues or malfunctioning of the General Specifications, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective General Specifications (if applicable). The Purchaser/s hereby confirms that the Purchaser/s is/are satisfied about the specifications, fixtures and fittings mentioned in **Annexure 'B1'** and the same shall only be relied by the Parties.

14. The Promoter has informed the Purchaser/s that the Promoter has entered into/ will be entering into separate Agreements with other purchasers in the Tower(s) to be constructed on the Project Land.

15. Under section 13 of the RERA and section 4 of the MOFA, the Promoter and the Purchaser/s is/are required to execute a written Agreement for Sale of said Residential Flat, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

16. The Promoter has presently appointed (i) M/s Leads Architectural Consultants as Liaison Architect who are registered with MCGM and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects (ii) M/s JW and Associates as structural engineers for preparation of the plans, structural design and drawings of the Tower being constructed on the said Project Land. The Purchaser/s accepts the professional supervision of the said Liaison Architect and the said Structural Engineer till the completion of Tower on said Project Land. **The Promoter shall be entitled to change the Liaison Architect and/or structural**

engineer at their discretion and the Purchaser(s) hereby confirms that he/she/it/they shall not have any objection to the same.

17. The Promoter has sole and exclusive right to sell the flats in the Project to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Purchaser/s of the flats to receive the sale consideration in respect thereof.
18. The Promoter has got some of the approvals from the concerned local authority(ies) to the plans, the specifications, elevations, sections and of the said Tower and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Tower.
19. While sanctioning the Larger Land concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Layout and the said Tower/s and upon due observance and performance of which only the completion or Occupancy Certificate (or part thereof) in respect of the said Tower shall be granted by the concerned local authority.
20. The Promoter has accordingly commenced construction of the said Tower in accordance with the said plans.
21. Prior to the execution of these presents the Purchaser/s has/have paid to the Promoter a sum of amount as mentioned in **Annexure "E"**, being part payment of the Sale Consideration of the said Residential Flat agreed to be sold by the Promoter to the Purchaser/s as ~~advance payment~~ Booking Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the Sale Consideration, Other Charges and other payments in the manner hereinafter appearing.
22. The Income Tax Permanent Account Number/s of the Parties are as mentioned in **Item No. 15** of the **FIRST SCHEDULE**.
23. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.

24. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Residential Flat in the said Project.

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

1. DEFINITION AND INTERPRETATION:

(i) Definition

In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

(a) **“Agreement”** shall mean this agreement for sale along with the schedules and annexures enclosed hereto as amended from time to time.

(b) **“Association”** shall mean the body to be created of the purchasers of the Residential Flats in the Project and purchasers of the Residential Flats above the 45th floor onwards (whether with or without rehab units forming part of the Composite Tower, as may be decided by the Promoter), which may be a co-operative housing society or a limited liability company or an association of flat purchasers as contemplated in the Maharashtra Apartment Ownership Act, 1970 as per the discretion of the Promoter.

(c) **“Apex Body/Federation”** shall mean the body to be created of all the associations (including the Association) that may be formed in the Larger Layout/Larger Land for the purpose of holding the ownership of the Larger Land and all the applicable common areas and common amenities and facilities including for the purpose of maintaining the same and allied functions; as may be decided by the Promoter in its sole discretion as the object of such Apex Body/Federation.

(d) **“Balcony/Deck”** means the area of the exclusive balcony/ies, which is/are appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser/s.

- (e) **"Carpet Area"** means the net usable floor area of the said Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Residential Flat, but includes the area covered by the internal partition walls of the said Residential Flat.
- (f) **"Common Areas"** shall have the meaning as defined in **Clause 14**.
- (g) **"Car Parking Space(s)"** shall mean the right to park car/s in the Automated Parking system, the number of which is set out in the **FOURTH SCHEDULE** hereunder written.
- (h) **"Demand Letter"** shall mean the letter/demand/invoice/bill/or such other document known by any other name which is sent by the Promoter or its authorized agent acting on its behalf to the Purchaser/s demanding payment towards the instalments/taxes/other charges/Interest either now or in the future to be paid by the Purchaser/s including in the manner set out in the Payment Schedule under **Clause 4** of this Agreement.
- (i) **"Floor Space Index" or "F.S.I."** shall mean floor space index as defined in the applicable DCPR and shall also include additional F.S.I. which is obtained by the Promoter on payment of premium to MCGM or other statutory authorities and F.S.I. granted by MCGM in lieu of handing over of land under D.P. Road and municipal reservation and amenities space.
- (j) **"Force Majeure Events"** shall include the following:
- (i) war, civil commotion or act of God;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (k) **"GST"** shall mean The Goods and Service Tax Act, 2017, a comprehensive indirect tax levy on manufacture, sale and consumption of goods as well as services.
- (l) **"Interest"** shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.
- (m) **"Larger Layout"** shall mean the sanctioned layout approved by MCGM in respect of the Larger Land from time to time and shall also include lands that may be amalgamated with the said Larger Land.

- (n) **“Layout”** shall mean the sanctioned layout approved by MCGM applicable to the Project Land from time to time and forming part of the Larger Layout.
- (o) **“Maintenance Charges”** shall mean charges and taxes/levies in respect of maintaining such parts and portions of the Composite Tower and Common Areas contained within the Project Land and common areas in Larger Land as may be determined/identified by the Promoter.
- (p) **“MCGM”** shall mean the Municipal Corporation of Greater Mumbai.
- (q) **“Maintenance Company”** shall mean the Promoter and/or any agency to be appointed by the Promoter for managing the affairs, maintenance and management post construction until such affairs, maintenance and management is/are handed over to the applicable Association/Apex Body/Federation, as the case may be.
- (r) **“Maharashtra Rules”** shall mean 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.
- (s) **“MOFA”** shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- (t) **“MOFR”** shall mean the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, etc.) Rules, 1964.
- (u) **“Other Charges”** shall have the meaning as defined in **Annexure “C”**;
- (v) **“Possession Date”** shall mean the date more particularly mentioned in **Clause 12** of this Agreement.
- (w) **“Project Land”** shall mean the land described in the **THIRD SCHEDULE** hereunder written.
- (x) **“Project”** shall have the meaning ascribed to the term in recital 6 which is being developed by the Promoter on the said Project Land in phases as mentioned herein together with the amenities and facilities set out and agreed to be provided by the Promoter herein.
- (y) **“RERA”** shall mean The Real Estate (Regulation and Development) Act, 2016.
- (z) **“Sale Consideration”** shall mean sale price of the Residential Flat specified in **Clause 3** of this Agreement.
- (aa) **“Services”** shall, for the purpose of this Agreement, mean water supply area, drainage systems, electrical plants appliance and cabling, ventilation for the building, lift wells for installation of lifts, firefighting systems, etc. the provisioning for which is done in the RCC structure of the Tower.

(bb) **"Structural Defect"** shall mean any defects/damages caused to the structural members of the Tower, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Tower by reason of which the Purchaser/s is prevented from the use and enjoyment of the Residential Flat or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Purchasers of the Residential Flats or due to the Force Majeure events.

(cc) **"TDR"** shall mean Transferable Development Right as defined in the DCPR applicable to the said Project Land/Larger Land and which may be procured by the Promoter for utilization of the same for the Project/Layout/Larger Land/Larger Layout.

(dd) **"TDS"** shall mean Tax Deducted at Source, wherein the Purchaser/s, responsible for paying to the resident Promoter any sum by way of Sale Consideration, which is liable for TDS as per the applicable provisions of the Income Tax Act, 1961 and it includes all charges of the nature of Corpus Fund Subscription, Advance Maintenance Charges, Water and Electricity fee or any other charges of similar nature, which are incidental to transfer of the said Residential Flat more particularly set out in **Clause 3** to this Agreement, shall, at the time of credit of such sum to the account of such Promoter or at the time of payment of such sum by issue of a Cheque or Demand Draft or by any other mode, whichever is earlier, deduct an amount at the rate applicable at the relevant time of the amount so payable, under the Income Tax Act, 1961.

(ee) **"Residential Flat"** shall mean the residential flat mentioned in **Clause 2(a)** hereinafter.

(ff) **"Tower"** shall mean the proposed building/s comprising of the said Project which is being developed in phases and being constructed on the said Project Land as per applicable laws.

(ii) Interpretation

(a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement;

(b) Words importing the singular include the plural and vice versa;

(c) Reference to a gender includes a reference to all other genders;

(d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;

- (e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (f) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- (h) The mention of the provisions of the MOFA and the MOFR in this Agreement is by way of reference to the statutory provisions. If the provisions of the MOFA and/or the MOFR are repealed or impliedly repealed, then the same shall cease to apply and shall not be read as part of this Agreement.

2. SALE:

- (a) The Purchaser/s has/have requested the Promoter and based on the request, the Promoter has agreed to sell to the Purchaser/s on “ownership basis” and the Purchaser/s has/have agreed to buy from the Promoter, the said Residential Flat being flat no., floor no., Tower, Carpet Area together with the right to park car/s in the Car Parking Space/s incidental to said Residential Flat and to use and maintain appurtenant areas as mentioned in **Item Nos. 10, 11, 9, 12, 13 and 14 of the FIRST SCHEDULE** respectively to be constructed on the said Project Land and more particularly described in the **FOURTH SCHEDULE** hereunder written at and for the Sale Consideration and on the terms and conditions contained herein. For the removal of doubts, it is hereby clarified that the admeasurements of Carpet Area and other appurtenant areas of the said Residential Flat as mentioned herein are based on unfinished areas.
- (b) At the request of the Purchaser/s, the Promoter has agreed to permit the Purchaser/s, the right to park car(s) the Car Parking Space(s), incidental to the said Residential Flat.
- (c) It is expressly understood by the Purchaser/s, that the said Residential Flat or any part thereof or permit the same to be used only for the purpose of residence only.
- (d) Except for the Car Parking Space(s) reserved by the Promoter in accordance with this Agreement, the Purchaser/s agree(s) and confirm(s) that all parking

spaces within the Project/Layout will be dealt with by the Promoter in the manner it deems fit and in accordance with the applicable laws. The Purchaser/s hereby declare(s) and confirm(s) that the Purchaser/s does/do not require any other parking space(s) except as provided in **Item no. 13 of FIRST SCHEDULE** and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project/Layout/Larger Layout and/or any such right, title, interest accruing even at a future date. The Purchaser/s further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards reservation of parking space(s) done by the Promoter and/or the Association and/or the Apex Body/Federation of the Project/Layout /Larger Layout at any time and shall not challenge the same anytime in future.

- (e) It is further expressly understood by the Purchaser/s, that the said Car Parking Space(s) shall be used for the purpose of parking car(s) only.
- (f) The Purchaser/s cannot sell and/or transfer the Car Parking Space(s) reserved for him/her/them independently and the same can be done only if the said Residential Flat is sold or transferred by him/her/them.

3. SALE CONSIDERATION:

- (a) The Promoter shall sell and transfer to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Promoter, the said Residential Flat on "**Ownership Basis**" for which the total Sale Consideration receivable by the Promoter towards the sale of the said Residential Flat shall be as mentioned in **Item No. 16** of the **FIRST SCHEDULE**.
- (b) The aforesaid Sale Consideration is exclusive of the payment of "**Other Charges**" as defined in **Annexure "C"**, which Other Charges are subject to applicable TDS to be deducted by the Purchaser/s. All applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter on the Other Charges (including any taxes thereon) shall be borne and paid by the Purchaser/s.
- (c) All taxes, duties, levies, cesses, statutory charges including GST, TDS, Service Tax and Other Charges (including any taxes thereon) as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Purchaser/s alone and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.

- (d) Out of the aforesaid Sale Consideration, the Purchaser/s has/have paid a sum as mentioned in **Item No. 17** and shall pay the balance of the Sale Consideration subject to and in the manner provided herein.
- (e) 10% of the Said Consideration shall be treated as Booking Amount for the purpose of this Agreement.
- (f) The timely payment of Sale Consideration is the essence of this Agreement, and the Purchaser/s shall pay the balance Sale Consideration and all Other Charges (including any taxes thereon) payable under this Agreement without any default as per the Payment Schedule set out in **Clause No. 4** hereunder.
- (g) The Purchaser/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, and it includes all charges of the nature of Corpus Fund Subscription, Advance Maintenance Charges, Water and Electricity fee or any other charges of similar nature, which are incidental to transfer of the said Residential Flat and promptly deposit the TDS amount with the concerned authority. The Purchaser shall without fail within **30 (thirty) days** from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Purchaser/s fail to deposit the TDS amount with concerned authority within the stipulated period as provided under the law or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified above, then in such events, the Purchaser/s shall be liable to bear and pay interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.
- (h) The Purchaser/s shall also be liable to compensate the Promoter for any interest/penalty/loss incurred by the Promoter on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoter.
- (i) The Purchaser/s hereby agree/s that the Purchaser/s shall also be liable to pay all taxes, levies, statutory charges etc. including GST imposed on or applicable to the transfer and sale of the said Residential Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.

- (j) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the Demand Letter and applicable taxes thereon being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- (k) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Purchaser/s hereto.
- (l) Further, at the express request of the Purchaser/s, the Promoter may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser/s desires to give early payments any time hereafter ~~by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed.~~ It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the instalments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. **The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.**

4. PAYMENT OF INSTALLMENTS AND OTHER CHARGES:

A. Payment Schedule

- (a) Upon completion of each stage of construction ("**Milestones**"), the Promoter shall issue Demand Letters/Payment Notices ("**Demand Letter**") to the Purchaser/s, for payment of the balance Sale Consideration, payable in such instalments as more particularly defined within the Payment Schedule ("**Instalments**") annexed hereto as **Annexure "E"**.
- (b) The Purchaser/s assures the Promoter that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Instalment

against the completion of each Milestone as defined therein, being the essence of this Agreement.

(c) The decision of the Architect (appointed by the Promoter from time to time) with regard to the completion of each Milestone shall be final and binding on the Purchaser/s and the Purchaser/s shall pay the balance Sale Consideration instalments and all Other Charges mentioned in **Annexure "C"** within the due dates as would be mentioned in the Demand Letter.

(d) The Purchaser/s and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST or Other Charges (with taxes thereon) existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required by law.

B. Prompt Payment

(a) The Purchaser/s assures the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Purchaser/s and the Purchaser/s is/are fully aware that any delay or default in payment by the Purchaser/s could jeopardize the said Project as well as expose the Promoter to financial losses and also affect the other purchaser/s by way of delays in the timely completion of the Project.

(b) The Promoter shall intimate to the Purchaser/s as and when the instalments are due, and the Purchaser/s shall pay all such amounts forthwith and in any case within **21 (twenty one) days** from the date of such Demand Letter. In case of any delay in the payment of any of the instalment amounts or any other amounts under this Agreement, then without prejudice to the other rights and remedies available with the Promoter, the Purchaser/s shall be liable to pay Interest on the outstanding amount for the period of delay.

C. Payment Terms and Conditions

(a) All payments to be made by the Purchaser/s to the Promoter under this Agreement shall be made by Cheque/ Demand Draft/ Pay Order/ NEFT/

RTGS/ Wire Transfer/ UPI payable at Mumbai in favour of the Promoter, and shall be considered to have been received by the Promoter only when the amount receivable is confirmed as credited into the bank account of the Promoter, the bank account/wire transfer details of which shall be provided from time to time. The Promoter's Bank Account/Wire Transfer details are to be used by the Purchaser/s for the purpose of making all payments to the Promoter under this Agreement and are payable in favour of the Promoter's Account Name only.

(b) **Promoter to appropriate dues:** The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(c) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/s account and only the net amount so received from the Purchaser after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Purchaser/s account.

(d) In case of any cheque being dishonoured, a sum of Rs. 1,000/- (Rupees One Thousand only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser along with applicable taxes. This is without prejudice to the right of the Promoter to charge Interest for delay along with applicable taxes and/or to terminate this Agreement as breach on the part of the Purchaser/s. Any taxes on the above amounts shall also be borne and paid by the Purchaser/s.

D. Lien/Charge

(a) The Promoter shall have the lien and charge on the said Residential Flat agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Promoter hereunder.

(b) It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by

the Purchaser/s to the Promoter (and not otherwise), will the Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Residential Flat.

E. Raising of Finance by the Promoter and/or Purchaser/s

- (a) As on the date of execution of this Agreement, the Promoter has availed of finance pursuant to Mortgage as recited hereinabove. The Promoter shall have the right to raise finance and/or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person in future (hereinafter referred to as the “**Lender**”). For raising finance, the Promoter may create mortgage/charge, *inter alia*, on the said Project Land/portion of Larger Land and/or the buildings/towers and residential flats therein and/or securitization of the receivables subject however to the rights created in favour of the Purchaser/s in the said Residential Flat pursuant to this Agreement.
- (b) In the event the Promoter has availed of any finance for the development of the Project Land/Larger Land from any Lender and created any charge on the said Residential Flat, then, the said Promoter shall provide a No Objection Certificate (“**NOC**”) issued by such Lender or procure the same and provide a copy thereof to the Purchaser/s. The Promoter has procured requisite no objection and consent pursuant to Mortgage for the purposes of sale of the said Residential Flat as contemplated herein, if applicable.

F. Compliance of laws relating to remittances

- (a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable Laws. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India;

he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(b) The Promoter accepts no responsibility regarding matters specified as hereinabove in sub-clause (a) above. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s after the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Residential Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

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

objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. The Purchaser/s may obtain finance from any lender but the Purchaser's obligation to purchase the said Residential Flat pursuant to this Agreement shall not be contingent on ability of the Purchaser/s or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she/it/they has/have been able to obtain financing for the purchase of the said Residential Flat.

6. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:

- (a) Upon demand, the Purchaser/s agrees to pay to the Promoter the payment instalments of Sale Consideration mentioned in **Clause 3** within **21 (twenty-one)** days from the Demand Letter sent by the Promoter either to the postal address provided by the Purchaser/s or electronically delivered to the registered email address provided by the Purchaser/s.
- (b) The Purchaser/s agree/s to pay to the Promoter, Interest, to be calculated on all amounts, which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement, from the date the said amount becomes payable by the Purchaser/s to the Promoter, till payment thereof to and/or realization thereof by the Promoter and applicable taxes thereon.
- (c) The rate of interest payable shall be the State Bank of India highest Marginal Cost of Lending rate plus two percent (2%). Provided that in case the State Bank of India Marginal Cost of lending rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the general public.
- (d) Separate Demand Letter may be raised by the Promoter for Interest on delayed payment with applicable Taxes, if any.
- (e) Interest to be paid by the Purchaser/s for delayed payment shall be paid within 7 days of the date of Demand Letter.
- (f) Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the Project and handing over the said Residential Flat to the Purchaser/s and the Common Areas to the Apex Association after receiving the Occupancy Certificate or the Completion

Certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Schedule.

- (g) Without prejudice to the right of the Promoter to charge Interest, on the Purchaser/s committing default in payment **of any instalment of the Sale Consideration, Other Charges and other payments** on due date and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen (15) days in writing to the Purchaser/s, in terms of Clause No. 26, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. ~~Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Residential Flat which may till then have been paid by the Purchaser/s to the Promoter.~~ in which event the consequences set out in **Clause 28** shall follow.

7. CONSTRUCTION:

- (a) The Promoter shall construct the said Project in accordance with Plans, designs, specifications approved by MCGM and other authorities from time to time. Pursuant to the Scheme, the Promoter shall also construct such other structures including but not limited to a parking tower/structure and the Rehab Tower as per applicable laws on part of the Larger Land as may be permitted in the manner it deems fit.

- (b) The Purchaser acknowledges that, during construction certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoter. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions, or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations, or omissions recommended by the Promoter, the Architect appointed by the Promoter or required by governmental, municipal or other authorities are hereby authorized by the Purchaser/s provided the same do not entail any change in the total area of said Residential Flat or its location of the said Residential Flat and the Purchaser/s are intimated in advance regarding the same.
- (c) The Purchaser/s shall not, make any visits to the construction site, it being recognized that this is essential in the interest of safety of the persons visiting the construction site.
- (d) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM and other authorities at the time of sanctioning the plans for the said Project or thereafter and shall before handing over possession of the said Residential Flat to the Purchaser/s obtain from MCGM occupancy certificate in respect of the said Tower in which the said Residential Flat is located.
- (e) (i) If within a period of five years from the date of handing over the said Residential Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter, as the case may be, any Structural Defect in the said Residential Flat or in the residential Tower in which such Residential Flat is situated ~~or any defects on account of workmanship, quality or provision of service~~ then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA.
- (ii) After the Possession Date, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause 7(e) (i), the Promoter 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.

8. VARIATION IN SIZE OF THE SAID RESIDENTIAL FLAT:

(a) The Purchaser/s agree/s that the calculation of Carpet Area in respect of said Flat is based upon the plans approved by the concerned authority and the same may undergo variation at the time of completion of construction of the said Residential Flat. The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinbelow.

(b) The Promoter shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the Tower is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of three percent or as may be amended under the Act and/or Rules from time to time. If there is any reduction in the Carpet Area within the abovementioned limit, ~~Promoter shall refund the excess money paid by Purchaser/s within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s~~ in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Sale Consideration under Clause 3 with annual interest at the rate specified in the Rules (if applicable). If there is any increase in the Carpet Area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule, if applicable. All these monetary adjustments shall be made at the same rate per square meter as agreed under this Agreement.

9. USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR)/CHANGE IN F.S.I.:

- (a) The Promoter is and shall be entitled to load and utilize **Transferable Development Rights ("TDR")** on the said Project Land.
- (b) The Tower has an approved potential as mentioned in **Item No. 18** of the **FIRST SCHEDULE** or thereabout of F.S.I. area in the approval dated _____ and a further proposed potential F.S.I. as mentioned in **Item No. 19** of the **FIRST SCHEDULE** which may be utilized subject to receipt of necessary approvals in this regard from competent authorities including in respect of the Composite Tower.

- (c) The Purchaser/s has agreed to purchase the said Residential Flat and he/she/they are fully aware that there shall be future/proposed construction and sale of additional flats/floors to be carried out by the Promoter in the Composite Tower in phases including from 45th floor onwards by utilising the proposed potential of F.S.I. or any part thereof as may be available and on the understanding that any remaining F.S.I. area potential shall belong to Promoter only. Provided further if the proposed balance F.S.I. area potential for whatever reasons is not utilized by the Promoter in the said Project partly or fully the same shall not be construed as breach of any obligation in relation thereto and the Purchaser/s shall not be entitled to terminate this Agreement or have any claim against the Promoter.
- (d) The Promoter may also use additional F.S.I./TDR on the said Project Land/Larger Land or any part thereof by constructing additional structure/s or additional Wings or additional floors as per applicable laws in the manner it deems fit.

- (e) ~~The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Project and Purchaser/s has/have agreed to purchase the said Residential Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.~~

10. RIGHT OF THE PROMOTER TO DEVELOP THE SAID PROJECT LAND / LARGER LAND, LAYOUT/ LARGER LAYOUT AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:

- (a) The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction undertaken by the Promoter on the said Project Land/Larger Land including but not limited to the Rehab Tower. The Purchaser/s agree that the Promoter will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the said Project Land/Larger Land.
- (b) The Purchaser/s shall under no circumstances object or obstruct the Promoter or anyone claiming through the Promoter to the easement rights of passage of water lines, sewerage lines, electrical lines below and/or overhead and under the ground of the said Project Land / Larger Land.

(c) The Purchaser/s further covenants that the said Promoter or anyone claiming through them are entitled to the usage of the common amenities as applicable to the said Project Land / Larger Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice/telephone lines and cables (as the case may be) for the Project which may be undertaken upon the balance area of the said Project Land / Larger Land.

(d) The Purchaser/s is/are fully aware that the development which is undertaken on the said Larger Land will be completed in phases and all the buildings/towers/floors will not be completed at the same time. The Purchaser/s shall, as and when informed by the Promoter that the said Residential Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that some of the floors, common amenities and facilities in the said Project and/or Layout shall be completed in a phased manner and all of which shall be completed at the time of the completion of development upon the said Larger Land. The delay in the completion of the other phases, common amenities and facilities in the said Project Land / Larger Land shall not give any right to the Purchaser/s to claim any damages from the Promoter or delay any payment to the Promoter. It is further clarified that at the time of offer of possession of the said Residential Flat by the Promoter to the Purchaser/s, only the part occupancy certificate may have been issued by the concerned authority in respect of said Tower and full occupancy certificate may not have been issued at such stage and it is further clarified that at such time, certain facilities/amenities proposed to be provided may not be ready or other common amenities may not be completed and the Purchaser/s shall not delay accepting possession of the said Residential Flat or delay making any payments to the Promoter on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed and/or other phases of the Tower are not complete and are under construction. It is further clarified that it may take time for the Promoter to complete all the floors including the common amenities after obtaining the part occupancy certificate in respect of the said Residential Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has no objection to the same and shall not cause any hindrances or obstructions during the Promoter carrying out such work.

(e) The Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to develop and sell all the flats in the said Project and deal with all other

structures, to be constructed on the said Project Land. The same may be permitted by the Promoter for being used for the purpose of guest house, serviced apartments, shared accommodation, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community halls, stalls, school, private classes, training centre, banquet halls or any residential or non-residential use as deemed fit by the Promoter and as may from time to time be permitted under the Development Control Regulations and/or by the concerned authorities and no objection thereof shall be raised by the Purchaser/s or the Association of the purchasers of premises in the said Project.

11. CAR PARKING SPACES:

(a) The Purchaser/s is/are informed and hereby acknowledge/s and understand/s that majority of the car-parking spaces that will be provided for in the Tower on the designated floors, which shall be in the form of an automated parking system or any other form of automated or mechanical parking wherein there may not be any identified spot/place which may be earmarked for a particular acquirer of premises in the Project (hereinafter referred to as "**the Automated Parking**"). The Purchaser/s is/are aware that such Automated Parking involves operation of an automated machine for parking and removing cars from the Automated Parking system using a smart/access card and the same is based on/subject to operational processes and timelines and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Automated Parking may also require a valet system by appointment, for ease of parking and procuring of vehicles from the parking slots in the Automated Parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their vehicle/s at any other place in the Tower other than at the Automated Parking system. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Automated Parking system or also keep such valet parking facility at his/her costs for parking or removal of cars from the Automated Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Automated Parking system or valet parking facility or on any other ground whatsoever and howsoever arising. It is hereby clarified that the Automated Parking system uses smart/access card system wherein a vehicle gets automatically

parked by the machine/system in any available vacant slot and hence no specific car parking space can be identified/allotted/demarcated therein.

(b) For the effective management of parking spaces in the Tower and in order to avoid any later disputes, the Promoter shall reserve/permit use of balance parking spaces in the manner it deems.

(c) The Purchaser/s further agree/s and undertake/s that pursuant to the admission of the Purchaser/s to the Association as member thereof, the Purchaser/s shall cast his/her/their votes in the general meeting of the Association approving such car parking reservation/earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has reserved/earmarked the car parking spaces, will be allotted such respective car parking space/s for exclusive use thereof, along with rights of transferability in respect thereof.

(d) Unreserved car parking spaces in the Project, if any, shall continue to be available /accessible to the Promoter and the Promoter' shall be freely and fully entitled to deal with the same.

12. POSSESSION:

(a) **Possession:**

The Promoter shall offer Possession of the said Residential Flat to the Purchaser/s on or before date as mentioned in **Item No. 20** of the **FIRST SCHEDULE ("Delivery Date")** subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts.

Provided that the Promoter shall be entitled to reasonable extension of time for Delivery Date of Residential Flat, if the completion of Tower in which the said Residential Flat is to be delayed on account of Force Majeure events.

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(b) **Possession Delay:**

In the event the Promoter is unable to offer possession of the said Residential Flat on or before the Delivery Date for any reasons other than those set out

in the foregoing, then on demand being made in writing by the Purchaser/s, the Promoter shall refund the amounts received from the Purchaser/s along with Interest from the date of payment of such amount till refund thereof. In such an event, the Purchaser/s shall execute necessary deeds and documents to record cancellation of this Agreement and if so required by the Promoter register the same before the concerned Sub- Registrar of Assurances.

(c) **Procedure of taking and giving Possession:**

The Promoter, upon obtaining the occupancy certificate for the Residential Flat (even if it is a part occupancy certificate) ~~or the completion certificate or both, as the case may be~~ from the MCGM and upon the full payment being made by the Purchaser/s as per this Agreement and there is ~~not in~~ no default of any of the terms and conditions of this Agreement, call upon the Purchaser/s to ~~by~~ execute necessary documents, indemnities, declarations and such other documentation may be required ~~as prescribed in this Agreement~~ by the Promoter, and the Promoter shall serve upon the Purchaser/s a notice in writing ("**Possession Notice**") to take the possession of the said Residential Flat, Accordingly ~~and then~~ the Promoter shall give possession of the said Residential Flat to the Purchaser/s on the date specified in the possession notice which date shall be within **15 days** ~~(3 (three) months)~~ of the Possession Notice. ~~The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.~~ The Purchaser/s agree/s to pay the maintenance charges as mentioned in this Agreement to the Promoter and/or association of purchaser/s and/or Facility Management Agency appointed by the Promoter, as the case may be. ~~The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.~~ The Purchaser/s confirms and agrees that non-completion of other residential flats, floors, common areas, Club House and other amenities at the time of possession shall not be a reason for denying the possession of the Residential Flat. The Purchaser/s shall take possession of the said Residential Flat within 15 days of the Possession Notice from the Promoter to the Purchaser/s intimating that the said Residential Flat is ready for use and occupancy.

**(d) Failure of Purchaser/s to take Possession of said Residential Flat/
Deemed Possession:**

Upon receiving a Possession Notice from the Promoter as per Clause 12 (c), the Purchaser/s shall take possession of the said Residential Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Residential Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 12 (c), such Purchaser/s shall continue to be liable to pay maintenance charges as applicable. It is understood by the Purchaser/s that even if the Purchaser/s fail to take possession of the said Residential Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the **15th (Fifteenth) day** from the date of Possession Notice.

(e) The Maintenance Charges for the said Residential Flat shall be payable by the Purchaser/s from the date of physical possession or the 15th day from the date of Possession Notice whichever is earlier.

(f) Responsibilities:

On and from the Possession Date:

- (i) The said Residential Flat shall be at the sole risk, cost and consequences of the Purchaser/s and the Promoter shall have no liability or concern thereof.
- (ii) The Purchaser/s shall become liable to pay the **Maintenance Charges** and all other expenses and applicable taxes thereon necessary and incidental to the management and maintenance of the Project as provided in **Clause 25** in respect of the said Residential Flat and the Common Areas and facilities.
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded, or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Purchaser as provided in **Clause 25**.
- (iv) The Promoter shall not be responsible for any damage caused to the said Residential Flat on account of delay in taking over possession and in such an

event; the Purchaser/s will have to take possession of the same on as is what is basis.

- (v) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all Other Charges and amounts due hereunder are paid by the Purchaser/s to the Promoter. It is agreed between the Parties that upon receipt of the Occupancy Certificate/Completion Certificate, or any such certificate issued by the MCGM approving completion of development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by the Purchaser/s after Possession Notice is issued by the Promoter to the Purchaser/s. Further in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the said Residential Flat within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Sale Consideration towards the said Residential Flat along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the said Residential Flat shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the said Residential Flat.

13. TRANSFER TO THIRD PARTY:

- (a) Transfer of the said Residential Flat may be permissible subject to approval by the Promoter in writing, who may at its sole discretion permit the same on payment of transfer fees/charges calculated @ 2% of the Sale Consideration as mentioned in **Clause 3** of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Transfer of the said Residential Flat shall be permissible only if all instalments as per this Agreement have been paid in full and all other payments that may be due as on date under this Agreement have been cleared in total. Stamp duty as applicable on this transfer shall be paid by the transferor/transferee. However, the Purchaser/s agree/s and undertake/s to:
- (i) Pay the administrative charges as fixed by the Promoter; (ii) Register the

Agreement/Deed for assigning the Purchaser's rights and obligations under this Agreement duly assigning his rights and obligations under this Agreement. The Promoter shall have the first right of refusal for purchasing the said Residential Flat at the same price at which it is proposed to be sold to a third party.

(b) It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares shall be deemed to be transferred and in case of partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transferred and in case of any association of persons any change of constituents of such association shall be deemed to be a transfer, and in such situation, the provisions of sub-clause (a) shall apply.

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

14. COMMON AREAS, AMENITIES AND FACILITIES

(a) Save as otherwise specified herein, the **Common Areas** shall mean such parts and portions of the Project Land/Tower having common areas and facilities earmarked for the common use and enjoyment of all the owners/residents of the residential flats as mentioned hereinbelow in said Tower, except Limited Common Areas which are exclusive limited common areas earmarked for specific flats in the Tower:

- a. The entire land for the said Project/Layout including area around the Tower(s);
- b. Compound wall and compound wall lighting;
- c. Lifts and Lift Lobbies;
- d. Automated Parking system on designated floors;
- e. Common Staircases;
- f. Refuge Areas;
- g. Common entrances and exits of Tower(s);
- h. Common Service Areas;
- i. The areas for installation of central services such as electricity, water supply, water tanks, water pumps, ducts, sanitation and in general all

apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities;

j. Underground and overhead tanks;

k. Internal Roads and driveways;

l. Firefighting facilities;

m. All other portions of the said Project necessary or convenient for its maintenance, safety, etc., and in common use.

(b) The **amenities and facilities** which are part of the Common Area of the entire Project are as mentioned in **Annexure "B2"**. The Purchaser/s hereby agrees and acknowledges that the Promoter and/or its successors, nominees and assigns shall be entitled to permit the non-discriminatory and non-exclusive use of the amenities and facilities including the Club House for the common use and benefit of all the residents/occupants of the Composite Tower. In addition, the Purchaser/s are informed and they do hereby irrevocably agree and acknowledge that the Club House including the amenities and facilities therein to be constructed in the Composite Tower shall also be used by the residents/occupants of Sterling Tower along with the residents/occupants of the Composite Tower.

(c) It is expressly agreed by and between the Parties hereunder, that all the internal roads, driveways, Recreational Ground ("RG") area and one well are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the entire Layout of Larger Land.

(d) The purchasers and other occupants shall abide by such rules and regulations for use of the Club House and other amenities and facilities as may from time to time be framed by the Promoter and/or Association/Apex Body, as the case may be. However, the Promoter and/or Association/Apex Body shall be entitled to collect from the purchaser/s/user/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.

(e) The Purchaser/s together with all other purchasers of residential flats and other premises in the Project will not have any individual right in Common Areas, amenities and facilities built or provided in the Project for the common use and enjoyment of the purchasers.

(f) The Promoter shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Layout /Larger Layout.

(g) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoter.

(h) The Purchaser/s is/are aware that the Club House and the other facilities and amenities may not be available till the entire Layout is completed. For this reason, the Purchaser/s shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Residential Flat.

15. WATER, ELECTRICITY AND OTHER UTILITIES

(a) Water Supply

The Purchaser/s agree and acknowledges that water supply is controlled by and is the responsibility of local Government authority/body. The Purchaser/s hereby agrees and confirms that in the event of no-supply or short supply of water from the concerned authority's department/local Government authority/body for any reason, and if the water supply is required to be obtained from any external sources including through any private water supplier(s), for instance water tankers or otherwise, the Purchaser/s shall not raise any objection in this regard and further agrees and undertakes to bear all costs and expenses towards such procurement, supply, treatment and distribution of water on a proportionate/sharing basis as may be demanded by the Promoter/Association/Apex Body/Federation, as the case may be and from time to time.

(b) Power Supply and other utilities

(i) The Purchaser/s shall be liable to pay for power supply at the applicable rate for the said Residential Flat.

(ii) The Purchaser/s shall pay for the security deposit for individual electric meters to be allotted to him by the concerned authority/company/agency.

- (iii) In case the Power Supply Authority fails to provide individual meter to the owners of the Units and makes provision for a Bulk Supply, the Promoter shall provide sub-meters to the owners of the Units, including the Purchaser, upon payment of the proportionate Security Deposit payable to the Power Supply Authority for such connection. The amount recoverable from the Purchaser/s towards the same will be intimated in due course as soon as the same is known to the Promoter and the Purchaser shall pay the same within the due date to be mentioned by the Promoter.
- (iv) Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser shall be liable to pay proportionately such revision and replenishment to the concerned authority/ company/ agency as per their norms.
- (v) The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier/ electricity supplier company, etc. and promoter shall not be liable for the same.

16. CLUB HOUSE

- (a) The Promoter intends to set up the Club House in the designated floor of the Tower which, together with its assets and facilities, shall form part of the Common Areas of the Layout on Project Land. The Promoter reserves the right to decide the amenities and facilities to be provided in the Club House.
- (b) The Promoter will construct a Club House ("**Club House**") in addition to certain amenities ("**Amenities**"), which shall be constructed/provided in the Composite Tower. The usage of the Club House and Amenities shall be governed by the provisions made herein in **Clause 16** and **17** of this Agreement.
- (c) It is expected that the Club House will become operational simultaneously with the completion of the Layout. It is understood by the Purchaser/s that non-operation of the Club House or any of the facilities or amenities shall not be construed as delay in handing over the possession of the said Residential Flat and the Purchaser/s shall take possession of the said Residential Flat whenever the same is offered for possession by the Promoter in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Layout the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Layout. It is hereby

agreed and the Purchaser/s specifically agrees that in addition to the residents/occupants of the Composite Tower, the Club House shall also be available for use on a non-exclusive basis for the common benefit of the residents/occupants of Sterling Tower; and for this purpose the residents/occupants of Sterling Tower shall have the right to ingress and egress the Composite Tower solely for Club House usage.

17. CLUBHOUSE MEMBERSHIP

- (a) The Purchaser/s shall pay maintenance and applicable usage charges with applicable taxes thereon to the Promoter, as prescribed from time to time and abide by rules and regulations framed by the Promoter or Apex Body or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s and the residents/occupiers of the residential flats in the Composite Tower and the Sterling Tower. Notwithstanding anything contained herein and pending the handover of the Club House, the Promoter shall also be entitled to use the Club House for purposes of marketing/promotion of the real estate project.
- (b) Bonafide guests of the residents/occupants of Composite Tower and Sterling Tower may be permitted to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.
- (c) The membership of the Club House shall be in the name of the Purchaser/s of the said Residential Flat only (i.e. no corporate membership). However, if the owner of the said Residential Flat is other than an individual, it will be required to nominate the occupier of the said Residential Flat, who, while in occupation of the said Residential Flat will be entitled to use the Club House.
- (d) The Purchaser/s understands and accepts that the membership of the Club House is an amenity. Each member shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.
- (e) The lessees/licensee of the residents/purchaser/s of the residential flats of the Composite Tower and Sterling Tower shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of

the Club House at the discretion of the Promoter or other management of the Club House.

(f) The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Purchaser/s shall abide by these rules and regulations as amended from time to time.

(g) The Club House may be managed, operated and maintained initially by the Maintenance Company. The Club House will be managed and operated by the Association once it is so handed over. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/Association, as the case may be.

(h) The maintenance and applicable usage charges with applicable taxes thereon for the Club House payable to the Promoter/Association will be fixed by the Promoter/Association having regard to the expenses incurred by them and it may be charged to the Purchaser/s of flats on equal basis or on the basis of the area of the flat, as may be decided by the Promoter or as decided by the Apex Body after its charge is handed over to the Apex Body.

18. FORMATION OF ASSOCIATION/MEMBERSHIP OF ASSOCIATION:

(a) The Purchaser/s are aware and acknowledge that the development of the residential Tower is a part of the Larger Layout and this Agreement is entered into by the Promoter and the Purchaser/s on the specific understanding that, it shall be at the discretion of the Promoter to decide the nature and number of Association(s), whether to form a society or a company of which the purchasers of the premises in the said Tower shall become members or to submit the premises in the said Project/Layout to the provisions of the Maharashtra Apartment Ownership Act, 1970. In the event the Promoter decide to submit the said Project Land/and buildings constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Promoter shall make and register the necessary declaration for the same under that Act and shall execute individual Deeds of Apartment in favour of the purchasers of residential flats and other premises in the said Tower and accordingly a Deed of Apartment will be executed in favour of the Purchaser/s in respect of the said Residential Flat as contemplated under that Act and the Purchaser/s shall join the execution thereof.

(b) The Purchaser/s along with other purchaser/s of residential flats and other

premises in the said **Composite Tower** ~~Project/Layout/Larger Layout~~ shall join in forming and registering an **Association** ~~Society or a Limited Company~~ to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute **(if need be)** the application for registration and/or membership and other papers and documents necessary for formation and the registration of such ~~Society or Limited Company and for becoming members, including the bye laws of the proposed Society or~~ Association ~~or Memorandum of Association of such company~~ and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register **Association** ~~the said organization of such purchasers~~ as contemplated under RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other competent authority as the case may be.

(c) The Promoter at their own discretion may form a single Association or more than one Association in the Layout. Provided however a separate Association shall be formed or the purchasers of residential flats shall be made members of an existing Association by the Promoter within three months from the date on which 51% (fifty one percent) of the total number of flats in a Tower have been booked by purchasers. Provided further that the management and affair of the Tower shall be undertaken by such Association only after the administration of the Tower is handed over to the Association by the Promoter.

(d) If the Promoter choose to form more than one Association, the Promoter shall form an Apex Body either as a federation of separate and independent co-operative housing societies or a holding company of separate and companies or any other legal entities, by submitting an application to the registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Larger Layout formed as per **Clause 18 (c)** above. Such application shall be made within a period of three months from the date of the receipt of the occupancy certificate of the last of the building which was to be constructed in the Larger Layout.

19. TRANSFER OF TITLE:

(a) The Promoter shall, within three months ~~of registration of the~~

~~Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated~~ from the date of issuance of the occupancy certificate for the said Tower by MCGM transfer the said residential Tower/s (excluding the basements/Podiums) in favour of the Association.

(b) The Promoter will transfer and convey the basements and/or podiums and other structures for amenities and facilities to be constructed on the Project Land to the Association on completion of development of the entire Larger Layout and receipt of occupancy certificates to the last of the building or wing in the Larger Layout.

(c) Even if the Conveyance of the Larger Land and building thereon is executed in favour of such Association/Apex Body, the Promoter will not be bound to hand over possession of the said Residential Flat to the Purchaser/s or to the Association until all the amounts which are due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Residential Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/s to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser/s or the Association will not be entitled to possession of the said Residential Flat and the possession of the Promoter shall continue till then.

(d) The Association/Apex Body shall be liable to maintain, repair, renovate, reconstruct, re-build, on the Project Land /Larger Land (as the case may be) the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.

(e) Each of the purchaser/s/residents shall hand over the e-waste generated to MPCB (i.e. Maharashtra Pollution Control Board) approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules 2011 or any statutory modification or re-enactment .The liabilities shall arise to do so from the date the Purchaser/s is/are offered the possession of his/her/their Residential Flat.

(f) The name of the Project being implemented on the Project Land is as mentioned in **Item No. 6** of the **FIRST SCHEDULE** and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, even after the conveyance with respect to the Larger Land and structures thereon.

(g) Notwithstanding what is contained to the contrary, the Promoter shall be entitled to convey or cause to be conveyed the Project Land or Larger Land or any part thereof, or portion or portions thereof either Tower-wise, Plot-wise, or Phase-wise to independent Society, Limited Company or Association or Apex Body, as the case may be, at the sole option of Promoter, the option to be selected and exercised by the Promoter, and the Purchaser/s confirm that neither the Purchaser/s will be entitled to call upon or compel nor will they demand the Promoter to select any specific option.

(h) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of transfer shall be borne and paid by the Association/all purchasers of flats/premises/units in the Tower/s in the same proportion as the total area of the flats/premises/units bears to the total area of all the flat(s)/premises/units in the said Tower/s.

20. MORTGAGE:

The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that:

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

(i) The Promoter currently has an arrangement under Mortgage as aforementioned. The Promoter may, in future, have arrangement with other Lender(s), under which the said Lender would grant a line of credit to the Promoter to facilitate development of the Project/Layout undertaken and carried on by it. As security for repayment of loans which may be advanced to the Promoter by the said

Lender, the Promoter may create or cause to be created mortgages/charges on the Project Land and part of Larger Land and its right to develop the same and/or construction thereon in favour of the said Lender, and the securities created in favour of the said Lender may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the flats allocated to it.

(ii) The available title deeds relating to the Larger Land may have been deposited by and under the Mortgage as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter to the said Promoter under the said line of credit arrangement.

(iii) The Promoter specifically reserves its right to offer Project Land / part of the Larger Land along with the construction thereon or any part thereof (save and except the said Residential Flat but including the receivables therefrom), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter.

21. The Purchaser/s shall, in addition to Sale Consideration, pay all other costs, charges, applicable taxes, levies, cesses, statutory charges etc. including GST. The Purchaser/s shall also pay to the MCGM, Government or other public body or authority his/her/their share of betterment charges or any other charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the said Larger Land. The Sale Consideration of the said Residential Flat is calculated on the aforesaid basis and the Promoter is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the Promoter in connection with performance of the Agreement, an adjustment of the contract price shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.

22. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:

- (a) This Agreement will be executed and registered in favour of the Purchaser/s upon receipt of all payments then due and payable by the Purchaser/s to the Promoter.
- (b) The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance deed of the land and building shall be borne and paid by the Purchaser/s alone.
- (c) The Purchaser/s shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.
- (d) In the event of any stamp duty, registration charges or any other tax, levies, cess, statutory charges etc. including GST becoming due or payable at any time before the Conveyance of the said Project Land / Larger Land mentioned in an earlier clause or in respect of Deed of Apartment if any, to be executed in favour of the Purchaser/s as mentioned above, the Purchaser/s shall deposit with the Promoter the amount proportionately or actually due in respect of the said Residential Flat as and when called for by the Promoter.

23. THE PURCHASER/S HIMSELF/THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE SAID RESIDENTIAL FLAT MAY COME, HEREBY COVENANT/S WITH THE PROMOTER AS FOLLOWS:

- (a) The Purchaser/s shall not use the said Residential Flat or permit the same to be used for any purpose other than residential use or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other residential flats or for any unauthorized or illegal or immoral purposes/in violation of any provision of law applicable thereto. Further, the Purchaser shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- (b) The Purchaser/s shall not store in the said Residential Flat and/or in the cars and/or within the Common Areas of the Layout, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Tower(s) including the Automated Parking system, storing of which goods is objected to by the concerned local/other authority/Association/Promoter/s.

(c) The Purchaser/s shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Tower/s and the said Residential Flat; including entrances of the Tower in which the said Residential Flat is situated and in case any damage is caused to the Tower in which the said Residential Flat is situated or to any residential flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(d) The Purchaser/s shall not hold MCGM liable for failure of Automated Parking system/lifts, if any. The Purchaser/s shall not hold MCGM responsible if at all there is inadequate manoeuvring space of parking in the common drive way areas.

(e) The Purchaser/s shall not demolish or cause to be demolished the said Residential Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Residential Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Tower in which the Residential Flat is situated nor shall demand partition of the Purchaser's interest in the Residential Flat and shall keep the portion, sewers, drains and pipes in the Residential Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Tower in which the Residential Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Residential Flat without the prior written permission of the Promoter and/or the Association.

(f) The Purchaser/s shall not without the written consent of the Promoter or the Association, put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project/Layout/Larger Layout. With a view to maintain uniform aesthetics of the exterior of the Tower(s), the Purchaser/s is not permitted and shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design, name plate shall be put up in places designated for the said purpose by the Promoter or the said Association.

(g) The Purchaser/s shall not without the written permission of the Promoter/ Association, store/keep any material in any area other than the said Residential Flat.

- (h) The Purchaser/s will not hinder or obstruct the progress of the construction of the Project or any other construction in Layout/Larger Layout or part thereof in any manner.
- (i) The Purchaser/s shall not carry out any structural alterations of whatsoever nature in the said Residential Flat and in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in **Clause 7(e)** shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Purchaser/s shall be liable for damages and costs of repair.
- (j) Not to cause any nuisance or annoyance to the neighbours.
- (k) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat, in compound of any portion of the Project Land, the passage and Tower in which the said Residential Flat is situated.
- (l) Not to do or suffer to be done anything in or about the Tower or the said Residential Flat or on the staircases and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Association or MCGM and/or any other concerned authority.
- (m) Not to refuse or neglect to carry out any work directed to be executed in the Tower(s) or in the said Residential Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works.
- (n) Not to encroach upon or make use of any portion of the Tower(s) or open space of the compound not acquired by him or otherwise not forming part of the said Residential Flat.
- (o) Not to restrain the Promoter or their servants and agents from entering upon the said Residential Flat till the Conveyance of the Larger Land and the said Tower is executed, by the Promoter for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Tower or the said Residential Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good

condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Residential Towers and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.

(p) Not to affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Residential Flat, other than what has been provided by the Promoter at the time of possession of the said Residential Flat.

(q) Not to do or permit to be done any act or thing which may render void or voidable any insurance in relation to the Project Land and/or the Project in which the said Residential Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the Towers and / or the said Residential Flat.

(r) The Purchaser/s shall not let, sub-let, transfer, assign or part with the said Residential Flat, interest or benefit factor of this Agreement or part with the possession and/or personal license of the said Residential Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and (ii) the Promoter have in writing permitted to the Purchaser/s to do so which permission the Promoter may give only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.

(s) To maintain the said Residential Flat at his/her/their own costs as a prudent person in good and tenantable repair and condition from the date of possession of the said Residential Flat is taken and shall not do or suffer to be done anything in or to the Tower in which the said Residential Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Tower in which the said Residential Flat is situated and the said Residential Flat itself or any part thereof without the consent of the local authorities, if required.

(t) To become a member of the Association and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the Association shall require him/her/them to do.

- (u) To carry out at his own cost all internal repairs to the said Residential Flat and maintain the said Residential Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the Tower in which the said Residential Flat is situated or the said Residential Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act. in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) To pay to the Promoter within ~~fifteen~~ 14 (fourteen) days of demand by the Promoter, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Tower in which the said Residential Flat is situated.
- (w) To bear and pay increase in, 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 authority, on account of change of use of the said Residential Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose for which it is sold.
- (x) The Purchaser/s shall observe and perform all the rules and regulations, bye-laws which the Association/Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Towers and the said Residential Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority(ies) and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the said Residential Flat in the Tower and shall pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them in accordance with the terms of this Agreement.
- (y) The amounts of deposits and outgoings payable in relation to the residential flats and premises in the Project have been fixed provisionally by the Promoter and the Purchaser/s shall be bound by the same. The Promoter/Association/Apex Body may revise and re-fix such amounts from time

to time. The excess of collections, if any, by the Promoter in relation to the outgoings shall be paid over by the Promoter to the Association/Apex Body (as the case may be) on execution of conveyance of the said Larger Land to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoter (which is an estimated figure) is found to be short, the Purchaser/s shall pay to the Promoter such revised amount as may be fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Purchaser/s.

(z) That the Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other purchaser/s of residential flat(s) of the Tower(s) including the Purchaser/s. It is further agreed that the Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said Residential Flat(s) to any third party as envisaged under **Clause 13(a)** above by way of Conveyance or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the other purchaser/s of the residential flat(s) of the Tower(s).

(aa) The Promoter have furnished to the Purchaser/s the particulars of estimated outgoings of the said Residential Flat.

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

(cc) Till a conveyance of the structure of the Tower in which said Residential Flat is situated is executed in favour of Association, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Tower or any part thereof to view and examine the state and condition thereof or to repair the same.

24. THE PROMOTER HAVE INFORMED THE PURCHASER/S AND THE PURCHASER/S IS/ARE AWARE THAT AND THE PURCHASER/S DO TH/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE PROMOTER AS UNDER:

- (a) The Promoter may develop the said Project Land / Larger Land along with any other adjoining land in future as an extended development of the said Project.
- (b) The Promoter will be entitled to amalgamate or sub-divide the said Project Land/Larger Land along with any other adjoining property(ies) as the Promoter may desire or deem fit in their absolute discretion.
- (c) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (d) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Layout and/or other portions of the Larger Land (as may be developed/to be developed by the Promoter).
- (e) The Promoter shall be entitled to take benefit of any approval of development rights which may become available in respect of the said Project Land / Larger Land to any other property or properties either adjoining the said Larger Land or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (f) It is agreed between the parties that the right of the Purchaser/s shall be restricted only to the said Residential Flat agreed to be purchased by the Purchaser/s and the Purchaser/s shall have no right to any space or any area or areas outside the Tower in which the Purchaser/s has agreed to acquire the said Residential Flat and the same shall continue to belong to the Promoter.
- (g) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report if any.

- (h) **The TDR and /or the Development** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities **till the possession of said Residential Flat is offered to Purchaser/s under Possession Notice.**
- (i) **Right Certificate (“DRC”)** which may be at any time issued for the said **Larger Land or any part of the Larger Land or arising out of development of the said Larger Land shall always belong to the Promoter. The Purchaser/s or the Association of all purchasers will not have any share, right, and title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the TDR and/or DRC of the said Larger Land or any part thereof to any person or persons of their choice. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoter. The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.**
- (j) **Promoter shall be at liberty to sell, convey and transfer or otherwise to deal with all other flats/units/premises and spaces in the said Tower or otherwise deal with its right, title and interest in the said Project land and/or in the said Tower in any manner it may deem proper. The Promoter may sell, transfer or assign all their rights, title and interest in the Larger Land (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold residential flats in the said Tower but without in any manner affecting the Purchaser’s rights.**
- (k) **The Promoter hereby represents that certain development related permissions, approvals and consents includes description of the Larger Land as mentioned in this Agreement, although it is procured for the development of the Project Land.**
- (l) The Promoter has clear and marketable title with respect to the Project Land as set out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

- (m) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- (n) There are no encumbrances upon the Flat or Project Land or the Project except those disclosed in the title report/RERA website, if any.
- (o) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report/RERA website.
- (p) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Tower valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Tower shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, Building/wing and common areas.
- (q) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (r) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Residential Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement.
- (s) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Flat to the Purchaser/s in the manner contemplated in this Agreement.
- (t) ~~At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s.~~ The Promoter shall cause conveyance to the Association in terms of Clause No. 19.

(u) The Composite Tower shall be constructed in accordance with the sanctioned/approved plans and specifications from time to time. It is hereby clarified that there may not be any terrace on top of the Tower except for a viewing deck (if so sanctioned); and that the top most floors of the Tower may have a penthouse or duplex units with private terrace subject to and as may be sanctioned from time to time by the competent authority.

(v) It is hereby clarified that the main entrance to the Tower shall be used in common by the residents/occupants of the Composite Tower along with the other residents/occupants of Sterling Tower and the Rehab Tower for the purposes of ingress and egress whether with or without vehicle, to access the Larger Land.

25. MAINTENANCE OF THE SAID RESIDENTIAL FLAT:

(a) The Purchaser/s shall become a member of the Association subject to the Promoter receiving full and final Sale Consideration and all other amounts have been paid by the Purchaser/s under this Agreement. The Purchaser/s shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association.

(b) Upon completion of the Layout and until the formation of the Association/Apex Body for the entire Layout and/or other portions of the Larger Land (as may be developed/to be developed by the Promoter) (as the case may be), the Promoter will either maintain the Project/Layout by themselves OR hand over its management for maintenance to the Maintenance Company subject to such terms and conditions as may be agreed.

(c) For the enjoyment and maintenance of the common areas and facilities in the Tower and the Common Areas and facilities of the Project/Layout, the Purchaser/s shall be liable to pay per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Maintenance Company/Association from time to time. The Maintenance Charges shall become payable from the Possession Date. The list of outgoings is broadly encompassed in **Annexure "D"**, however the same is not exhaustive and the Promoter has the right to claim additional expenses over and above the described line items therein. In case the Purchaser fails to pay any amount payable to the Maintenance Company/Association:

(i) The Purchaser shall not be entitled to avail any maintenance services;

- (ii) For any delayed payment, the Purchaser shall be liable to pay interest @ 15% per annum with quarterly rests and applicable taxes thereon.
- (d) The Maintenance Company/Association shall have the right to adjust the unpaid amount from the Interest Free Advance Maintenance Charges as mentioned in **Annexure "C"** (hereinafter referred to as "**Advance Maintenance Charges**"). Advance Maintenance Charges shall mean:
- (i) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/s to the Promoter within the due date to be mentioned in the Possession Notice.
- (ii) The Advance Maintenance Charges shall be used by the Promoter/Maintenance Company/Association for repair of Common Areas, facilities and equipment provided in the Project/Layout. Notwithstanding the above, the Promoter reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/s;
- (iii) The unused portion of the Advance Maintenance Charges shall be transferred to the Maintenance Company/Association as and when desired by the Association;
- (iv) If at any time the Advance Maintenance Charges as stated in **Annexure "C"** falls below the actual expenses incurred as stated hereinabove, the Purchaser/s shall make good such shortfall immediately on demand being made by the Company/Maintenance Company/Association. Delay in making such payment shall attract interest as per **Clause 25(c)(ii)**.
- (e) Except in respect of the maintenance of the Club House, the area of the said Residential Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various Purchasers in the said Tower of any taxes, maintenance charges, expenses or deposits to be levied/incurred or to be incurred on the said Tower.
- (f) The possession of the Common Areas shall remain with the Promoter whose responsibility shall be to supervise either directly or through a Maintenance Company, the maintenance and upkeep of the same until the same is handed over or offered to be hand over by the Promoter as per applicable Laws or directions of the Government/Statutory body, to the Association/Apex Body. The Promoter's responsibility towards maintenance and upkeep of the Tower(s)

and the Common Areas (as the case may be) shall cease within 15 days from the date of which the Layout is handed over/offered to be handed over to the Association/Apex Body (as the case may be). It is in the interest of the Purchaser/s to help the Promoter and the Maintenance Company in effectively keeping the said Residential Flat(s) and the Tower(s) secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the maintenance agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Tower/s. However, it has been made clear to the Purchaser/s that the entire internal security of the said Residential Flat shall be sole responsibility of the Purchasers/occupants and the Promoter or the maintenance agency shall not be responsible for any theft, loss or damage suffered by the Purchasers/occupant due to any security lapse within and in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s. Commencing a week after a written notice is given by the Promoter to the Purchaser/s that the said Residential Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Residential Flat) of all the outgoings in respect of the said Residential Flat, including repairs to the exterior and interior of the Tower(s) (but excluding the interior of the said Residential Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said Tower. Until the Association is formed and registered and the said Project Land / Larger Land is transferred to it as aforesaid, the Purchaser/s shall pay into a bank account designated by the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution as mentioned in herein below payable in advance on at monthly/quarterly/yearly basis

towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till such time the same is transferred in favour of the Association. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution within 7 (seven) days of intimation by the Promoter/the Maintenance Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

(g) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads and Club House till the completion of the development of the Layout / Larger Layout.

(h) Maintenance Agency:

(i) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges including Maintenance Security Deposit for providing, maintaining and up-keep of the Tower(s) and Common Areas and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Company appointed for this purpose, as the case may be. The appointment of the Maintenance Company will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.

(ii) The Purchaser(s) upon taking possession of the said Residential Flat agree/s to enter into (either through the Association/Apex or otherwise) a Maintenance Agreement with the Promoter or Maintenance Company for the maintenance and upkeep of the Tower(s) and the Purchaser(s) undertake/s to pay the Maintenance Charges as raised by the Promoter/ Maintenance Company from the date as mentioned in **Clause 12(e)** and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Residential Flat or whether the work is still going on in adjacent towers/buildings and infrastructure facilities including Club House.

(iii) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Residential Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Company appointed by the Promoter from time to time.

26. NOTICES:

All notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D and notified Email ID/ by fax to the fax number /sending by courier or by post to the address mentioned in **Item No. 21** of the **FIRST SHCHEDULE** in respect of each Party.

It shall be the duty of the Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be.

27. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, this shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the RERA, Maharashtra Rules and Regulations thereunder.

28. TERMINATION AND CONSEQUENCES:

(a) Termination by Purchaser/s On Delay of Possession:

Subject to what is stated under **Clause 12** of this Agreement, the Purchaser/s shall be entitled to terminate this Agreement if the possession of the Residential Flat is delayed by the Promoter beyond the Possession Date by giving a termination notice of **15 (fifteen) days**. The Promoter shall in such an event be liable to refund within 1 (one) month the entire Sale Consideration along with Interest after deducting applicable TDS on the amounts received from the date such amounts were received from the Purchaser/s. Provided however the Purchaser/s shall on receipt of the refund, execute such

documents and writings as may be required by the Promoter to provide valid discharges to the Promoter.

(b) **Termination by Promoter:**

(i) In the event of the Purchaser/s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of **15 (fifteen) days** to the satisfaction of the Promoter, the Promoter shall, without prejudice to its rights and remedies, be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Purchaser/s shall cease to have any right or interest in the said Residential Flat and every part thereof and will cease to have benefits of this Agreement;

(ii) Accordingly, the Promoter shall be entitled to sell the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;

(iii) The Promoter shall within one month of the termination coming into effect, refund without interest to the Purchaser/s herein the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting therefrom the following:

- a. 10% (ten percent) of the Sale Consideration being the booking amount (paid/payable) towards the said Residential Flat with applicable Taxes (which is to stand forfeited in favour of the Promoter);
- b. the brokerage cost incurred by the Promoter for selling the flat to the Purchaser/s for the said Residential Flat;
- c. the amount of deficit in the resale consideration in the event of the said resale consideration being less than the Sale Consideration mentioned herein;
- d. the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;
- e. subvention cost (if the Purchaser/s has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank or financial institution in instalments or paid directly by the Promoter to the bank;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/s in respect of the said Residential Flat up to the date of termination of this Agreement shall be borne by the Purchaser/s and the Promoter shall not be liable to refund/reimburse the same.

(iv) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned in sub-clause (b)(iii) above is not realized by the Promoter, then the Purchaser/s shall be liable to pay the same within **15 days** of notice of demand in writing from the Promoter. In the event of delay in making this payment to the Promoter, the Purchaser/s shall be liable to pay the said amount with Interest thereon.

(v) The Purchaser/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement before the Sub-Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Purchaser/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("**Cancellation Charges**") shall be borne and paid by the Purchaser/s.

(vi) In the event of non-cooperation by the Purchaser/s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances or exercise any other remedies available under applicable laws.

(c) If the Purchaser/s has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/s agree/s that based on the terms of such loan, the balance amount referred to in (b)(ii) less the deductions made in (b)(iii) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Residential Flat, from such financial institution or bank

directly to that effect without approaching the Purchaser/s. Banks to take cognizance of this clause while issuing housing loan to the Purchaser/s.

- (d) Upon receipt of occupancy certificate for the said Residential Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the said Residential Flat as stipulated by the Promoter under **Clause 12**, then the Promoter shall also be entitled along with other rights under this Agreement to forfeit/claim the entire Sale Consideration towards the said Residential Flat along with Interest on default in payment of instalments (if any), applicable taxes and Other Charges. The Purchaser/s further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the said Residential Flat shall come to an end on Possession Date as stipulated by the Promoter under **Clause 12** and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the said Residential Flat.

29. OTHER TERMS:

- (a) Relationship of Parties: The Agreement is entered amongst the Parties on principal-to-principal basis.
- (b) The Purchaser/s has/have entered into this Agreement on the basis of the Carpet Area of the said Residential Flat mentioned in this Agreement subject to the provisions of **Clause 8** and other provisions herein contained.
- (c) The marketing collateral material/brochure of the Project/Layout and/or website of the Promoter and/or in any advertisement material published by the Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the said Towers. The Purchaser/s is/are aware that these are conceptual representations and that there may be changes in the actual elevation or façade of the Towers and/or amenities which may be provided by the Promoter to the Purchaser/s as listed in this Agreement in the Annexure "**B1**" annexed hereto.
- (d) The Purchaser/s will not make any claim due to such brochures and/or advertisement material published by the Promoter. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.

- (e) The name of the Project being implemented on the Project Land as stated in **Item No. 6** of the **FIRST SCHEDULE** and name of the Residential Tower as stated in **Item No. 5** of the **FIRST SCHEDULE** therein shall not be changed without written consent of the Promoter.
- (f) The Advocates and Solicitors of the Promoter shall prepare and/or approve as the case may be the Deed/s of Conveyance or Deed of Apartment and other supplemental documents to be executed in pursuance of this Agreement.
- (g) The delay or indulgence on the part of the Promoter and/or the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoter's and/or the Promoter' rights hereunder or otherwise under law.
- (h) The Purchaser/s shall pay proportionate share of property tax to the MCGM assessed on the said Tower **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by the MCGM or any other authority by reason of any permitted use other than residential or any other use of the said Residential Flat, the Purchaser/s alone shall bear and pay such special taxes and rates.
- (i) This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous correspondence or representations between the parties, whether written oral or implied, if any, concerning the matters.
- (j) That it is agreed between the Parties that save and except in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s, the Purchaser/s shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect other areas in the Tower including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all purchaser/s of the residential flat(s). The Purchaser/s shall not hold MCGM liable for the Tower or Towers being deficient, if at all, in open space and on that basis, will not raise objection for neighbourhood development.
- (k) If the Tower or any part thereof in which the said Residential Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Promoter, such losses and damages incurred to the Tower's structure will be fully sustained by the Purchaser/s along with

the other Purchasers and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.

(l) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said Project Land / Larger Land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist till the execution of conveyance in favour of the Association to be formed by the purchasers.

(m) If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Project Land / part of Larger Land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said Project Land / Larger Land, the terrace and any other open spaces in the said Project Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.

(n) Nothing contained in this Agreement is intended to be nor shall be construed as be a grant, demise or assignment in law, of the said Residential Flat or of the said Project Land and Tower or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Residential Flat hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Tower is transferred to the Association and until the Project Land/Specified Land is transferred to the Apex Body /Federation as hereinbefore mentioned whichever is later.

(o) After allocation of Car Parking Space/s to the purchasers in the Layout in terms of agreements for sale registered with them, the Promoter is entitled to divide balance area of the basement or stilt into storerooms, storage spaces and any other areas as may be decided by the Promoter and Purchaser/s shall not raise

any objection to the same. It is clarified that the Promoter is entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner in respect of such balance area as per applicable laws.

30. Without prejudice to the foregoing, the Purchaser/s has/have been made aware that erstwhile owner Vallabhdas Jethabhai and Madhuri Vallabhdas who had share in Larger Land were given / will be given a heritable and transferable lease of the portion of the Larger Land marked Wing "A" on the approved plans being part of the property retained by them in terms of the Memorandum of Agreement entered into between them and the Promoter along with attended rights of support, connection to water and drainage pipes, electricity and other utilities and rights of way/access to and from the remaining portions of the Project Land / Larger Land or any part thereof or the buildings and other structures being constructed and to be constructed by the Promoters. The Purchaser/s has/have been made aware that the said two erstwhile owners Vallabhdas Jethabhai and Madhuri Vallabhdas shall not become members of the Society or other body to be formed by the Purchaser/s as aforesaid and shall not contribute to the outgoings save and except for MCGM and other taxes to the extent of the property leased to them and save as aforesaid shall not be entitled to the use of the common areas and facilities viz. health club, gymnasium and parking areas.

31. BINDING EFFECT

Executing this Agreement with the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter until the Purchaser/s appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter.

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

~~Purchaser/s, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever~~

32. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

33. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S / SUBSEQUENT PURCHASER/S

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

35. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and

to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be in proportion to the Carpet Area of the said Residential Flat to the carpet area of all the flat(s) in the Project.

37. FURTHER ASSURANCES

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

38. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Promoter through its authorized signatory of the Promoter at the Promoter's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar in Mumbai city and this Agreement shall be deemed to have been executed at Mumbai.

39. PRESENT FOR REGISTRATION

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

40. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by

him/her/it which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

41. GOVERNING LAWS:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the RERA, the Maharashtra Rules, the MOFA and the MOFR as amended or any statutory modification from time to time. Any change so prescribed by the RERA shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the RERA shall not have any effect.

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO

Item No	Particulars	Information
1.	Place of Execution of Agreement:	Mumbai
2.	Date of Execution of Agreement:	
3.	Name(s) and Address(es) of Purchaser/s:	«Applicant_Name_1» & «Applicant_Name_2» «Addresss»
4	(a) Approved Layout which may be subsequently further amended from time to time as per applicable laws (Promoter intends to put up additional construction from 45 th floor onwards as may be sanctioned from time to time)	
	(b) Further amended MHADA NOC:	
5.	Name of Tower registered under RERA Registration No.:	The Odyssey (1 -45 floors)
6.	Name of the Project:	Shapoorji Pallonji The Odyssey 1
7.	RERA Registration No.:	
8.	Basement + Stilt + Upper Floor details:	
9.	This Agreement is for:	The Odyssey Tower
10.	Flat No.:	«Flat_No»
11.	Floor No.:	«Floor_No»

12.	Carpet Area:	« RERA_Carpet_area_sqm » square meters (equivalent to « RERA_Carpet_area_sqft » square feet) or thereabout
13.	Car Parking Space:	
14.	Appurtenant Areas:	(a) Open balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout; (b) Terrace/other appurtenant area admeasuring _____ square meters (equivalent to _____ square feet) or thereabout.
15.	PAN No. Details:	Name _____ PAN _____ FLOREAT INVESTMENTS PVT LTD AAACF0794R «Applicant_Name_1» «PAN_1» «Applicant_Name_2» «Pan_2»
16.	Sales Consideration:	Rs. _____ subject to TDS
17.	Sum paid out of Sales Consideration mentioned in Item No. 16:	Rs. _____ «Payment_Received»/- («Payment_ReceivedWords»)
18.	The Tower has an approved potential of F.S.I.	_____ square meters
19.	The Tower has further proposed potential of F.S.I.	_____ square meters
20.	Possession Date:	
21.	Notices (as per clause no. 26):	A)The Promoter: Floreat Investments Pvt Ltd Attention: Customer Relationship Manager Address: SP Center, 41\44, Minoo Desai Marg, Colaba, Mumbai 400 005 Fax: +91-22-6749 0000 B)Purchase/s «Applicant_Name_1» & Attention «Applicant_Name_2»

		Address	«Addresss»
		Mobile	«Mobile»
		E-mail	«Mail_ID»

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece or parcel of land of the former Pension and Tax tenure admeasuring 7,803.01 square meters i.e. 9332.30 square yards, situate at Gamdevi, Girgaum Division, Greater Mumbai, Harishchandra Goregaonkar Marg, Gamdevi, Mumbai 400 007 in the Registration Sub-District of Bombay and bearing Cadastral Survey No. 1552 of Girgaum Division.

On or towards the North by: Harishchandra Goregaonkar Road

On or towards the East by: Harishchandra Goregaonkar Road

On or towards the South by: Portion of Cadastral Survey No. 1551

On or towards the West by: Portion of Cadastral Survey No. 1551

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of the Project Land)

All that piece or parcel of land admeasuring 721.46 square meters or thereabouts and bearing Part of Cadastral Survey No. 1552 situate lying and being at Gamdevi, Girgaum Division, Greater Mumbai, Harishchandra Goregaonkar Marg, Gamdevi, Mumbai 400 007.

On or towards the North by: Recreational Ground

On or towards the East by: Harishchandra Goregaonkar Road

On or towards the South by: Plot boundary and Driveway

On or towards the West by: Recreational Ground and Sterling Tower

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

Residential Flat Bearing No. «Flat_No» located on the «Floor_No» habitable floor in Tower «Tower_Name» in Project _____ to be constructed on Project Land described in the **THIRD SCHEDULE** above referred to, having Carpet Area of

«**RERA_Carpet_area_sqm**» square meters (equivalent to «**RERA_Carpet_area_sqft**» square feet) or thereabout.

Following are the other appurtenant areas accessible only from the said Residential Flat namely: (a) Open balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout; (b) Terrace/other appurtenant area admeasuring _____ square meters (equivalent to _____ square feet) or thereabout.

Right to park _____ number of Car Parking Space/s along with the said Residential Flat in the Automated Parking system.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written

Party	Signature/ Thumb Impression	Photograph
<p>SIGNED AND DELIVERED By the within named “Promoter” Floreat Investments Private Limited by the hand of its authorised Signatory Mr./Ms pursuant to the resolution dated _____ by its Board of Directors”</p>		<p>Actual passport size photograph box 4.5 x 3.5 cm</p>
<p>SIGNED AND DELIVERED by the within named “Purchaser/s” «Applicant_Name_1»</p>		<p>Actual passport size photograph box 4.5 x 3.5 cm</p>

«Applicant_Name_2»		Actual passport size photograph box 4.5 x 3.5 cm
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in the presence of ...

i) _____

ii) _____

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ANNEXURE A: PROPERTY DOCUMENTS

Annexure A1: Copy of Plan with Larger Land is delineated in green colour boundary line, Project Land is delineated in purple colour verged lines.

Annexure A2: Rehab flats on 23rd floor to 28th floor, 29th floor (part), 30th floor, 31st floor and one flat on 32nd floor.

Annexure A3: Proposed building section plan showing additional construction from 45th floor onwards as may be sanctioned from time to time on the said Composite Tower.

Annexure A4: Proposed additional floors as set out in the proposed plans.

Annexure A5: Copy of MahaRERA Registration.

Annexure A6: Certificate of Title.

Annexure A7: Copy of Survey Register Card Extract.

Annexure A8: Copy of Floor Plans of the said Residential Flat delineated.

Annexure A9: Copy of the Approved Layout Plan.

Annexure A10: Copy of Intimation of Disapproval (IOD).

Annexure A11: Copy of Commencement Certificate (CC).

ANNEXURE B:

Annexure B1: List of fixtures, fittings and amenities, with detailed specifications (“General Specifications”)

Annexure B2: Amenities and facilities

ANNEXURE C: OTHER CHARGES

The Purchaser shall, on or before delivery of possession and on relevant demand being raised by the Promoter of the said Residential Flat, pay the Promoter the following amounts:

Particulars	Amount
Corpus Fund Subscription Charges	
Share Application Money Subscription	
Society Formation Charges	
Legal Service & Documentation Charges	
Water, Electricity, Drainage, Sewerage Connection Charges	
Advance Maintenance Charges For 2 Years	
Total Payable	«Total_Other_Charges »

The above amounts are subject to TDS as may be applicable. Any taxes and/or levies on the aforementioned 'Other Charges' as set out in this Annexure, shall be borne by the Purchaser/s. The Promoter shall not be liable to render any account for the amount so collected above.

ANNEXURE D: LIST OF OUTGOINGS

- (a) Insurance premium payable in respect of the Project Land if any.
- (b) Expenses required for the day-to-day maintenance and management of the tower such as lights in the passage and common areas, garden, watch and ward and other staff including towards maintenance and management of Club House.
- (c) Costs of cleaning and lighting the passages, landings, staircases and other parts of the tower as enjoyed or used by the Purchaser/s in common as aforesaid.
- (d) Costs of salaries of Estate Executives, clerks, bills collectors, security staff (watchmen), sweepers, etc.
- (e) Costs of working and maintenance of water pumps and lights and service charges.
- (f) Sinking and other funds as may be determined by the Promoter.
- (g) Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Promoter.
- (h) Electricity Meter Charges, Security deposits, electricity board/utilities for securing services for common area, etc.
- (i) Cost of working and maintenance of sewage.
- (j) Cost of working and maintenance of gardens, R.G. areas, and internal roads.
- (k) Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
- (l) Transportation Charges.
- (m) Taxes/levies/statutory charges, including but limited to municipal and other taxes, cesses, levies, land revenue, assessments as may be applicable from time to time.
- (n) Maintenance, repairs to the Tower, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
- (o) Cost of keeping the said Project Land clean and well lit.
- (p) Decorating and/or painting the exterior of the Towers and passages and staircases.
- (q) Water & Sewerage charges & taxes etc.
- (r) Rent & cost of water meter.
- (s) Cost of water supplied by water tankers.
- (t) All other outgoings due in respect of the said Project Land including those incurred for the exclusive benefit of a Purchaser and/or his tenement/unit.
- (u) Cost on time to time revision of Statutory/minimum wages of staff/security from guard board twice a year from Government body.
- (v) Cost on revision on electricity charges time to time and Diesel cost of running DGs if any.
- (w) Cost on maintaining Pool.
- (x) Cost of maintaining Basement.

ANNEXURE E: PAYMENT SCHEDULE

Particulars	Percentage	Amounts
Booking amount	5%	
Booking Amount within 7 days of booking	5%	
Within 60 Days of Booking	10%	
Completion Of Foundation	10%	
Completion of Plinth	10%	
Completion of 20th Floor Slab (i.e. Podium)	10%	
Completion of 30th Floor Slab	10%	
Completion of 40th Floor Slab	10%	
Completion of 45 th Floor Slab	5%	
On Completion of Block work	5%	
On Completion of Flooring of the flat	10%	
On Notice of Possession	10%	
Total (Sale Consideration)	100%	

