

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is made at Panvel, Navi Mumbai on this \_\_\_ Day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

### **BETWEEN**

**M/s Superb Maa Developer LLP**, a LLP incorporated under the provisions of Limited Liability Partnership Act, 2008 having LLPIN **ABZ-5858** and PAN No. **AAEWFS8119Q** and having its registered office address at 1215B, One Lodha Place, Senapati Bapat marg, Lower Parel, Mumbai, Maharashtra - 400013 represented through its Authorized Partner **Sugat G. Waghmare**, hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

### **AND**

1) **MR.** \_\_\_\_\_, About Age \_\_\_ Years, **PAN No. :** \_\_\_\_\_ Adult/s, Indian Inhabitant/s of \_\_\_\_\_ having their address for the purpose of these presents at- \_\_\_\_\_; hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their **respective** heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The Developers and the Allottee/s are hereinafter collectively referred to as “**the Parties**,” and individually as a “**Party**.”

### **WHEREAS:**

- A. The Developer is undertaking development of all those pieces and parcels of land admeasuring approximately 19,999.32 square meters (Net Plot Area) bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA, (“**the Land**”), in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Unified Development Control Regulations (“**UDCPR**”) as applicable from time to time, in the manner as stated herein:

1. Survey No. 136 admeasuring approximately 2480 squaremeters (26,694.72 square feet).
2. Survey No. 138 Hissa No. 1 admeasuring approximately 7530 square meters (81,052 square feet).
3. Survey No. 140 Hissa No. 8/A admeasuring approximately 3878 square meters (41,742.79 square feet).
4. Survey Nos. 140 Hissa No. 9 admeasuring approximately 7472 square meters (80,428.60 square feet).

The Land is more particularly described in the **Part A** of the **First Schedule**

B. The rights, title and interest of Land are in the following manner:

1. The Developer has acquired Development Rights in respect of Survey No. 136 in pursuance of the Development Agreement dated 29.05.2023 against monetary consideration as well as allotment of constructed area to the Owner, Shri. Pandhurang G. Patil hereinafter referred to as **the First Land**. This is more particularly described in the **Part B** of the **First Schedule** hereunder written and marked as **Annexure "1"**;
2. The Developer has acquired Development Rights in respect of Survey No. 138 Hissa No. 1 in pursuance of Development Agreement dated 29.05.2023 against monetary consideration as well as allotment of constructed area to the Owner, Shri. Shri. Pandurang G. Patil, Bhagwan G. Patil, Ashok G. Patil, Amol K. Patil, Gulab K. Patil, Manoj K. Patil, Vrushali K. Patil hereinafter referred to as **the Second Land**. This is more particularly described in the **Part C** of the **FirstSchedule** hereunder written and marked as **Annexure "1"**;
3. The Developer has acquired Development Rights of 3878 square meter (41,742.79 square feet), in respect of Survey No. 140 Hissa No. 8/A in pursuance of Development Agreement dated 25.10.2023 against monetary consideration as well as allotment of constructed area to the Owner Mrs. Priya B. Patil, hereinafter referred to as **the Third Land**. This is more particularly described in the **Part D** of the **First Schedule** hereunder written and marked as **Annexure "1"**;
4. The Developer has acquired Development Rights of 3352 square meter (36,080.92 square feet) in respect of Survey No. 140 Hissa No. 9 in pursuance of Development Agreement dated 25.10.2023 against monetary

consideration as well as allotment of constructed area to the Owner, Mrs. Priya B. Patil, hereinafter referred to as **the Fourth Land**. This is more particularly described in the **Part E** of the **First Schedule** hereunder written and marked as **Annexure "1"**;

5. The Developer has acquired Development Rights of 4120 square meter (44,347.68 square feet) in respect of Survey No.140/9 in pursuance of Development Agreement dated 20.12.2023 against monetary consideration as well as allotment of constructed area to the Owner, Mrs. Sonal A. Chauhan, hereinafter referred to as **the FifthLand**. This is more particularly described in the **Part F** of the **First Schedule** hereunder written and marked as **Annexure "1"**;

C. The manner in which the Developer has acquired the ownership / development rights of the Land is duly set out in the said Title Certificate (as defined below/attached).

D. There are no pending litigation with respect to the Land (or part thereof).

E. Details of covenants affecting the Land:

1. The Developer has to allot constructed area admeasuring 1091.2 square meter (11,745 square feet) being 40% (forty percent) constructed area out of total constructed area on Survey No. 136 on the basis of Base FSI 1.1 to the Owner, Shri. Pandhurang G. Patil;
2. The Developer has to allot constructed area admeasuring 3313.2 square meter (35,663.28 square feet) being 40% (forty percent) constructed area out of total constructed area on Survey No. 138 Hissa No. 1 on the basis of Base FSI 1.1 to the Owner, Shri. Shri. Pandhurang G. Patil, Bhagwan G. Patil, Ashok G. Patil, Amol K. Patil, Gulab K. Patil, Manoj K. Patil, Vrushali K. Patil;
3. The Developer has to allot constructed area admeasuring 2783.72 square meter (29964 square feet) of constructed area out of total constructed area on Survey No. 140/8/A and Survey No. 140/9, to the Owner, Mrs. Priya B. Patil;

F. The land owners in total shall be allotted constructed area of 7188.034 square meter (77,372 Square feet). As per the Development Agreement, this area share shall be allotted anywhere in the land, within the prescribed time of 60 months from the date of execution of the Development Agreements.

- G. Details of illegal encroachment on the Land: - There is no kind of encroachment on the Land.
- H. All the permissions required from the Government Authorities relating to the title & building permission the Land have been obtained.
- I. The Developer is vested with the right to develop the Land in the manner stated hereinabove inter-alia by constructing buildings (“**the Buildings**”).
- J. Save and except the area mentioned in Recital F above, the Developer is entitled to sell the premises in the Buildings to be constructed on the Land, in accordance with the terms and conditions of the sanctions and approvals obtained / being obtained in relation to the same.
- K. The Developer is undertaking the development of the Land in a **phase-wise manner** for a residential/mixed-use project and in constructing a residential/mixed-use project thereon in a **phased manner** in the following manner:
1. On the complete portion of Land admeasuring 19,999.32 Square meters (2,15,272.68 square feet), (“**the said Land**”), after deduction of area under road and amenities to be surrendered to Local Authority the Developer is constructing the said real estate project. The Developer is constructing four buildings called ‘**[Block A, Block B, Block C & Block D]**’, (Block A, Block B, Block C & Block D, hereinafter for the sake of brevity, *together* shall be referred to as “**the said Buildings**” AND *individually* shall be referred to as “**the said Building**”).
  2. The current approvals for the said four buildings are for Stilt + 3 podiums + 24 upper floors which shall be increased to Stilt + 3 podiums + 35 upper floors.
  3. In future, the Developer proposes to construct commercial / retail units, etc. in the manner subject to the Provision in Clause 2 and/or as approved by the MSRDC / Planning Authority.
- L. The development of the said Buildings known as “**[Block A, Block B, Block C & Block D]**” is the **Project** (as defined below) and proposed as a “real estate project” by the Developer and is registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under

the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) by the Developers, having **RERA NUMBER** \_\_\_\_\_.

M. The Allottee/s is/are desirous of purchasing residential premises bearing **Flat No.** \_\_\_ on the \_\_\_ **floor** of the said **Building/Block “\_\_”** \_\_\_\_\_ (hereinafter referred to as the “**said Premises**”) has / have approached the Developers and requested the Developers to allot to him/her/it/them the said Premises in the said Building more particularly described in the **Second Schedule** hereunder written.

N. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

1. The said Building is a part of the Buildings .
2. By and under its Letter dated 15<sup>th</sup> March, 2024, the **Special Planning Authority of the Maharashtra State Road Development Corporation (SPA - MSRDC)** has issued a *Commencement Certificate* of the buildings known as “[**Block A, Block B, Block C & Block D**]” on a portion of the Land. Copy of the Commencement Certificate dated 15<sup>th</sup> March, 2024 is hereto annexed and marked as **Annexure 1**.
3. Total FSI area of 52,120.97 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume a further FSI area of approximately 28,322.83 square meters, aggregating to a total FSI area of approximately 80443.80 square meters in the construction and development of the Real Estate Project;
4. The current approvals for the said four buildings are for Stilt + 3 podiums + 24 upper floors which shall be increased to Stilt + 3 podiums + 35 upper floors upon utilization of further FSI area stated herein above.
5. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written (“**Real Estate Project Amenities**”).
6. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s of all phases are listed in the **Fourth Schedule** hereunder written (“**The Project Amenities**”).
7. The details of conferment of title upon the Society with respect to the Real

Estate Project are more particularly specified in Clauses 11 and 12 below.

O. The principal and material aspects of the development of the Land (“**TheProject**”) as disclosed by the Developer are briefly stated below:

1. The Project is known as “**Maximus Residency Phase 1**”.
2. The area of the Land 19,999.32square meters (2,15,272.68 square feet) which is to be developed in a phase-wise manner.
3. The total development of FSI area of 80,443.80 square meters is proposed onthe Land.
4. The Allottee/s has / have perused a copy of the Layout Plan (“**Layout Plan**”), annexed to this Agreement as **Annexure “2”**, which specifies the location of the Existing buildings and new developments in future to be constructed on the Land, is aware about the proposed total FSI proposed to be utilized on the Land (“**Proposed Potential**”) and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. A copy of the Proposed Layout is annexed heretoand marked as **Annexure “3”**.
5. The Developer shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Land and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Land from time to time. The Developer shall also be entitled to place, select and decide the hoarding / board sites.
6. The Developer shall be entitled to confer / cause to confer part/structure conveyance of particular Building/ Block to such Other Societies, as mentioned at Clauses 11 and subject to faithful compliance of Clause 18 below.
7. The statutory approvals mandatorily require the Developer to hand over a certain stipulated percentage of the Land to the concerned authorities or develop the same as public amenity. The Developer shall have to determine and identify the portion and location of the Land to be handed over for complying with the terms and conditions of the statutory approvals. Only the portion of the Land left over after handing over the stipulated percentage, if any, to the MSRDC SPA, or other statutory authority and/or developing the same as a public amenity, as applicable, would be available for transferring to the Society.

8. The nature of the development of the Land will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
9. The Developer would be entitled to aggregate any contiguous land parcel with the development of the Land, as provided under the Proviso to Rule 4(4) of the RERA Rules and develop these contiguous land parcel in phases. All such contiguous land parcel acquired by the Developer shall be referred to as **the Larger Land**.
10. The Developer is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Land (defined below), in full or in part, as may be required by the planning authority under applicable law from time to time.

- P. The Developer has entered into standard agreement/s with a Licensed Surveyor registered with the required & concerned Municipal Corporation/ Authority.
- Q. The Developer has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- R. The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- S. The Developer has the right to sell the said Premises in the Real Estate Project to be constructed on the said Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.
- T. The Allottee/s has / have, prior to the date hereof, examined the nature of development of the Land and all the title deeds and documents referred to herein and has caused the same to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Allottee/s has / have agreed and consented to the development of the Whole Project. The Allottee/s will also examine all the documents and information uploaded by the Developers on the website of the Authority as required by RERA and the RERA Rules.

- U. On demand from the Allottee/s, the Developer has given inspection to the Allottee/s of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects, Messrs. VAO Architects Research & Design Studio, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder including all the documents referred to in this Agreement including the Recitals herein.
- V. Copy of the said Title Certificate/s dated \_\_\_\_\_ issued by **Advocate** \_\_\_\_\_ certifying the right/entitlement of the Developer is annexed and marked as **Annexure "3"** hereto ("**the said Title Certificate**");
- W. The authenticated copies of the 7/12 Extracts OR Index 2s of the Land are annexed hereto as **Annexure "4"** collectively.
- X. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure "5"**. The carpet area (as defined under RERA) of the said **Premises is \_\_\_ square meters, equivalent to approximately \_\_\_ square feet.**
- Y. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- Z. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Developer.
- AA. The Developer has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.

BB. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

CC. The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Developer, the said Premises, or for an aggregate price of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Sale Consideration")** and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Developer / Society a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, being **part payment** of the Sale Consideration of the said Premises agreed to be sold by the Developer to the Allottee/s as advance payment (the payment and receipt whereof the Developer doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).

DD. Under Section 13 of RERA, the Developers are required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and are also required to register this Agreement under the provisions of the Registration Act, 1908.

EE. In accordance with and subject to the terms and conditions set out in this Agreement, the Developers hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Developer shall construct the Real Estate Project being the said Building known as "[**Block A, Block B, Block C & Block D**]" on the said Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MSRDC SPA and/or the other competent authorities

from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Third Schedule** hereunder written.

**PROVIDED THAT** the Developer shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

**3. Purchase of the said Premises and Sale Consideration:**

The Allottee/s hereby agree/s to purchase and acquire from the Developer and the Developer hereby agrees to sell to the Allottee/s the **Premises No. \_\_\_ of the Block “\_\_\_” (\_\_\_ view) admeasuring Premises is \_\_\_ square meters, equivalent to approximately \_\_\_ square feet. carpet area** as per RERA, as more particularly described in the **Second Schedule** and as shown on the Floor Plan annexed and marked Annexure “6” hereto, at and for the consideration of **Rs. \_\_\_\_/- (Rupees \_\_\_ only) (“the said consideration”)**. The said Premises shall contain any amenities within it as set out in the Fifth Schedule hereto.

In addition, **the said** premises also has appurtenant balconies, dry utility area, architectural projections & exclusive terraces **admeasuring \_\_\_ Square meter equivalent to \_\_\_ square feet area**, which shall be for exclusive use of the Allottee/s.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, covered car parking space at Stilt/\_\_\_ level podium bearing No. \_\_\_ admeasuring \_\_\_ sq. ft. having \_\_\_ ft. length x \_\_\_ ft. breadth x \_\_\_ ft. vertical clearance.

The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. \_\_\_\_/-

(i) The Allottee/s hereby agrees to abide by the following payment Schedule:

Sr. No.	Work Completion	Percentage	Amount
1.	Booking Amount	5.00%	____/-
2.	On execution of this Agreement	15.00%	____/-
3.	On Completion of Plinth	20.00%	____/-
4.	On Completion of the 2 <sup>nd</sup> Slab	10.00%	____/-
5.	On Completion of the 5 <sup>th</sup> Slab	4.00%	____/-
6.	On Completion of the 10 <sup>th</sup> Slab	4.00%	____/-
7.	On Completion of the 15 <sup>th</sup> Slab	3.00%	____/-
8.	On Completion of the 20 <sup>th</sup> Slab	3.00%	____/-
9.	On Completion of the 25 <sup>th</sup> Slab	3.00%	____/-
10.	On Completion of the 29 <sup>th</sup> Slab	3.00%	____/-
11.	On Completion of the Brick Work & Internal Plaster of the said premises	5.00%	____/-
12.	On completion of Flooring, Doors & Windows of the said Premises	5.00%	____/-
13.	On completion of staircase, Lift walls, Lobbies of the floor and Sanitary Fittings of the said Premises	5.00%	____/-
14.	On Completion of External Plaster, Plumbing & Elevation	5.00%	____/-
15.	On completion of Electrical Fittings and Lift Works	5.00%	____/-
16.	On Possession	5.00%	____/-
	<b>Total</b>	<b>100%</b>	____/-

(ii) The Developer shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Clause 3(i) above (the payment at each stage is individually referred to as the "Installment" and collectively referred to

as the "Installments"). The payment shall be made by the Allottee/s within 7 (seven) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract.

(iii) The payment by the Allottee/s in accordance with Clause 3(i) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Developer has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(i) here above written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(iv) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Projects and/or with respect to the said Premises this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Value Added Tax, Service Tax, Goods and Service Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Developer shall not be liable to bear or pay the same or any part thereof.

(v) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including

on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.

(vi) The Developer may absorb, in his sole discretion, cost towards Stamp Duty and/or GST, for early payments payable by the Allottee for the period by which the respective instalment has been preponed. The provision for absorbing Stamp Duty and/or GST and percentage of such costs absorbed by the developer shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer. This may depend on case to case. The Developer has the sole right to alter the payment schedules in mutual consent with the Allottee.

(vii) 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 Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s; which shall only be applicable on subsequent payments.

(viii) The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MSRDC SPA by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Developer shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet

area allotted to Allottee/s, the Developer shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Developer/ Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 3(i) above.

(ix) The Allottee/s authorize the Developer to adjust / appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developer may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Developer to adjust his/her/its/their payments in any manner.

(x) In addition to the carpet area of the said Premises, there are certain constructed areas free of FSI including niches, flower-beds, ornamental projections, architectural projections, etc., and additional spaces appurtenant to the said Premises hereinafter collectively referred to as "the Aggregate Areas".

(xi) In addition to the Aggregate Areas, there are certain common areas and facilities such as the lobby, refuge areas, staircases, corridors, passages, amenity areas, service areas etc., in the Real Estate Project.

(xii) The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Developer are listed in the **Fifth Schedule** hereunder written.

(xiii) The Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Developer the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Developer is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Developer has neither charged nor recovered from the Allottee/s any price or consideration for the

Additional Areas and the common areas and/or the Car Parking Space and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.

(xiv) The Developer/Allottee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MSRDC SPA or other competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the MSRDC SPA or other competent authority, the Occupation Certificate in respect of the said Premises.

(xv) Time is of the essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the **Third Schedule** and **Fourth Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it/them and meeting, complying with and fulfilling all its other obligations under this Agreement.

(xvi) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favor of / to the account of the Developer set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favor of / to the account of the Developer more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favor of / to any other account other than

as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Developer either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each installment of the Sale Consideration.

(xvii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same and deposit the same in the government treasury to the credit of the Permanent Account Number of the Developers and provide the Developers with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.

(xviii) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the Service Tax, Value Added Tax, Goods and Service Tax, Tax Deducted at Source or any such taxes or amounts under this Agreement as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall pay **within seven days on the receipt of intimation** the balance amount due and payable by the Allottee/s to the Developer.

(xix) The Allottee/s is/are further desirous of using for himself / herself / itself / themselves **ONE** parking space/slot being either single/stack ("**the said Car Parking Space**") and the same shall be limited common areas and facilities. The location and other details viz. car park numbering, etc. Shall be as mentioned in the **Second Schedule** hereto. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Developer, the Developer has agreed to allot to the Allottee/s, the right to use the said Car Parking Space for himself / herself / itself / themselves or his / her / its / their visitors/guests on the terms and conditions hereinafter appearing.

The Allottee/s will be bound to abide with the rules and regulations as maybe framed in regard to the said Car Parking Space by the Developer and/or the Society and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer and/or the Society.

**4. FSI, TDR and development potentiality with respect to the Real Estate Project:**

(i) The Allottee/s hereby agree, accept and confirm that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) on the said Land in the manner more particularly detailed at Recitals above and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

**5. Possession Date, Delays and Termination:**

(i) The Developer shall give possession of the said Premises to the Allottee/s on or before the date set out in the **Second Schedule** hereunder written. If the Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said premises with interest at the same rate as prescribed by RERA from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided however, that the Developer shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (a) war, civil commotion or act of God;
- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(ii) If the Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 5 (i), then the Allottee/s shall be entitled to either of the following:

(a) Call upon the Developer by giving a written notice by Courier / E- mail / Registered Post A.D. at the address provided by the Developer ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus **2% (two percent)** thereon per annum for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Developer to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Developer to the Allottee/s.

(b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("**Allottee/s' Termination Notice**"). On the receipt of the Allottee/s' Termination Notice by the Developer, this Agreement shall stand terminated and canceled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Developer, the Developer shall refund to the Allottee/s the amounts already received by the Developer under this Agreement with interest thereon at the Interest Rate to be computed from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the said Car Parking Space and the Developer shall be entitled to deal with and/or dispose of the said Premises and/or the said Car Parking Space in the manner it deems fit and proper.

(iii) In case if the Allottee/s elects his/her/its/their remedy under Clause

5(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 5(ii)(b) above.

(iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Developer interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus **2% (two percent)** thereon per annum, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Developer to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Developer, on the Allottee/s committing three defaults, whether continuously or severally, in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including but not limited to his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings) shall constitute an event of default of the Allottee/s ("**Event of Default**").

(vi) Upon the occurrence of an Event of Default, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.

(vii) The Developer shall notify by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s in case of delay/s or default/s of payment of Sale Consideration by the Allottee/s.

(viii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest

Rate thereon, then at the end of the Default Notice, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Developer Termination Notice**"), by Courier / E-mail / Registered Post A.D. **at the last known** address provided by the Allottee/s. On the receipt of the Developer Termination Notice by the Allottee/s this Agreement shall stand terminated and cancelled.

(ix) On the termination and cancellation of this Agreement in the manner as stated in Clause 5(viii) above:

(a) The Developer will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to the Developer and that the same shall be in the nature of liquidated damages and not penalty being an amount equivalent to 5% (Five percent) of the Sale Consideration together with applicable taxes thereon including Administrative Expenses and Brokerage/commission paid at the time of booking/sale of the said premises;

(b) The Developer will refund the balance (if any), without interest, only after deducting and/or adjusting from the balance amounts, Goods & Service Tax, Value Added Tax and/or any other amount due and payable by the Allottee/s and/or paid by the Developer in respect of the Sale Consideration.

(c) In case, if the Developer receives a credit/refund of the Goods & Service tax amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Developer to the Allottee/s without any interest thereon.

(d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Developer or in respect of the said Premises or the Aggregate Area or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Developer shall be entitled to deal with and dispose of same to any other person/s as the Developer deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference

to the Allottee/s.

6. **Procedure for taking possession:**

- (i) Upon obtaining of the Occupancy Certificate from the MSRDC SPA or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**") to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the [Apartment/Plot] to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/s agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Developer on its behalf shall offer the possession of the said Premises to the Allottee/s, in writing, within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.
- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Developer as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take or fail to take possession of the Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Developer.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate

share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Land including inter-alia local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MSRDC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Land. Until the Society is formed and the Project Conveyance is duly executed and registered, the Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer at its sole discretion.

7. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s; the Allottee/s brings to the notice of the Developer any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.

8. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential use. The Allottee/s shall use the Car Parking Space only for the purpose of parking vehicles.

**9. Facility Manager:**

(i) The Developer, upon recommendation of the Federation/Society, shall enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Land and/or the Real Estate Project and/or the Buildings, such decision shall be final and binding until the Conveyance in respect of the Land is executed in favor of the Federation/Society. Thereafter, subject to the provisions of Clause

10(iii) below, the Federation and/or Society, as the case may be, shall be entitled to undertake the maintenance of the Land / the Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society shall create and maintain a Sinking Fund for the purpose of maintenance and the Developer shall in no way be responsible for maintenance of facilities after conveyance of land has been handed over to the Federation/Society save and except for rectification of faults covered under Defect Liability. Prior to the Handing over/conveyance, the Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Land and the Allottee/shereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Developer, in consultation with the Federation/society shall designate any space on the Land and/or the Buildings and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Buildings and/or the said Buildings. The Developer shall also be entitled to designate any space on the Land or the said Land and/or in the terrace of the Buildings and/or the said Building to such utility provider, either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Buildings and/or the said Building.

(iii) The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents / allottees / occupiers of the premises in all the Phases/Projects/Buildings in the manner as may be determined by the Facility Manager and / or the Developer, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.

10. **Formation of the Society:**

- (i) Upon execution and registration of Agreement of Sale in respect of 51% (fifty one percent) of the total number of units/premises each Building within the Real Estate Project, the Developer shall submit an application to the competent authorities to form a co-operative housing society building wise and or Phase wise to comprise solely of the Allottee/s of units/premises in the Building/Phase of the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the respective Building/ Phase of the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members (“the Society”).
- (iii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Society to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co- operative Societies or any other Competent Authority.
- (iv) The Society shall admit all future purchasers of flats and premises in the Real Estate Project, remaining unsold and with the Developer at the time of formation of society, as members, in accordance with its bye- laws.

- (v) The Developer shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society 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.
- (vi) Within 3 (three) months from the date of issuance of the Full Occupation Certificate for the last building to be developed on the Land, i.e the current phase of the Real Estate Project, the common areas, facilities and amenities described in the **Third & Fourth Schedule** hereunder written shall be handed over to the Society formed as described hereinabove.
- (vii) Post transfer of the rights as aforesaid, the Society shall be responsible for the operation and management and/or supervision of maintenance of the Building / Phase of the Real Estate Project as the case may be, and the Allottee/s shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, and (b) the professional fees charged by the Advocates and Solicitors engaged by the Society for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Developer shall not be liable toward the same in any manner whatsoever.

11. **Conveyance of Layout & Amenities to the Federation of societies:**

- (i) The Developer shall, within 3 (three) months from the date of issuance of the Full Occupation Certificate for the last building to be developed on the Larger Land, the Developer shall submit an application for formation of Federation of all the societies under multiple phases of the Real Estate Project to be developed on the Larg0065r Land.

(ii) Within 3 (three) months from the formation of such Federation as aforesaid, the Developer shall cause to be transferred the Layout & Amenities with the common areas, facilities and amenities described in the **Sixth Schedule** hereunder written to the Federation vide a registered indenture of conveyance ("**Project Conveyance**"). The Society(ies) shall be required to join in execution and registration of the Project Conveyance. The costs, expenses, charges, levies and taxes on the Project Conveyance and the transaction contemplated thereby, including stamp duty and registration charges, shall be borne and paid by the Society(ies) alone. Post the Project Conveyance, the Federation along with Society(ies) shall be responsible for the operation and management and/or maintenance of the Real Estate Project, including any common areas facilities and amenities and the Developer shall not be responsible for the same, subject to the terms of this Agreement.

12. **Title of the Land to the Federation:**

(i) Within a period of 3 (three) months of formation of the Federation/Apex Body after receipt of completion of the Whole Project on the Larger land, the Developer, shall execute and register an Indenture of Conveyance whereby the Developer shall convey all their right, title and interest in the land comprised in the Land and in all areas, spaces, common areas, facilities and amenities in the Land, in favor of the Society ("**Land Conveyance**").

(ii) The Federation/Society shall be required to join in execution and registration of the Land Conveyance. The costs, expenses, charges, levies and taxes on the Land Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Land Conveyance, the Federation/Society shall be responsible for the operation and management and/or supervision of the Land including any common areas facilities and amenities and the Developer shall not be responsible for the same.

13. The Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts with the Developer / Society:

- (i) Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) for share money, application entrance fee of the Society;
- (ii) Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) for formation and registration of the Society;
- (iii) Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) for deposit towards advance 24 months contribution towards outgoings of Society; and
- (iv) Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) for deposit towards water, electricity, and other utility and services connection charges.

14. In addition, the Allottee/s shall also pay to the Developer a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Project Conveyance, the Land Conveyance and other deeds, documents and writings.

15. The Developer shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Developer has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Land as well as may be used to give access/services to the adjoining land parcels that the Developer intends to acquire and develop in future phases of the project. The Developer has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of flats/units/premises in the Real Estate Project and/or in the Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the

Allottee/s shall be determined by the Developer and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Developer laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other real estate projects / buildings / towers which are to be developed and constructed on any portion of the Land.

**17. Representations and Warranties of the Developer and/or Society:**

- (i) The Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate:
  - (a) The Developer has a clear and marketable title to the Land and has the requisite rights to carry out the development thereon for implementation of the Real Estate Project;
  - (b) The Developer has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
  - (c) There are no encumbrances upon the Real Estate Project, and There are no litigations pending before any Court of Law with respect to the Real Estate Project except those disclosed in Recitals G, H, I, J, K and L above;
  - (d) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
  - (e) The Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing,

whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;

- (f) The Developer have not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- (g) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (h) At the time of execution of the Project Conveyance, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
- (i) The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Project Conveyance, and thereupon the same shall be proportionately borne by the Society; and
- (j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land / the Land) has been received or served upon the Developer in respect of the said Land / the Land and/or the Real Estate Project / Whole Project, except those disclosed to the Allottee/s.

18. The Allottee/s, with the intention to bring all the persons into whose hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Developers as follows:

- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in

or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Developers.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/its/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, 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 Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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

RealEstate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, partitions or other structural members in the said Premises without the prior written permission of the Developers and/or the Society.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Developers, within 15 (fifteen) days of demand by the Developers, his/her/its/their share of the security deposit demanded by the concerned authorities which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (viii) 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 user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) Bear and pay, in a timely manner and forthwith, all the amounts, dues, taxes and Installments of the Sale Consideration, as required to be paid under this Agreement.
- (x) Not to change the user of the said Premises without the prior written approval of the Local Authority and permission of the Developers and the Society.
- (xi) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the

Allottee/s to the Developer under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate. In the event the Allottee/s is / are desirous of transferring the said Premises and/or the said Car Parking Space and/or his/her/its/their rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Developer.

(xii) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xiii) The Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xiv) Till the execution of the Land Conveyance in favor of the Society, the Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.

(xv) The Project is currently known as "Maximus Residency Phase 1" and the Developer shall be entitled to formally re-name the Whole Project at a later date and which name shall not be changed by the Allottee/s and / or the Society, as the case may be.

(xvi) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Developer may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a RCC wall or vice versa and the Allottee/s hereby further agree/s and consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain any amenities within it as set out in the **Fifth Schedule** hereto. The Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

(xvii) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Developer. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xviii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the

Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xix) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or part of other structural members in the said Premises without the prior written permission of the Developer and/or of the Society.

(xx) Not to make any alteration in the elevation and outside color scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, part of other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Land.

(xxi) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Developers. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Developers shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

(xxii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Developer and/or the said Society, as the case may be, and of the MSRDC and other concerned authorities.

(xxiii) Not to enclose the architectural projection shown in the plan and not to convert it into any habitable space.

(xxiv) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / the said Building in any manner whatsoever.

(xxv) To abide by, observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Whole Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxvi) Not to violate and to abide by all the rules and regulations framed by the Developer / its designated Facility Manager and/or by the said Society, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Whole Project and in connection with any interior / Civil works that the Allottee/s may carry out in the said Premises (the **"Fit-out Rules"**).

(xxvii) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dryyards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Developers shall have the right to inspect the said Premises at all times and also to demolish any such

addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxviii) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, waterline, compound gate or any other facility provided in the Real Estate Project and/or the Whole Project.

(xxix) Shall not display at any place in the Real Estate Project and/or the Whole Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Whole Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Whole Project.

(xxx) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Developers in accordance with such manner, position and standard design laid down by the Developers.

(xxxi) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Developer.

(xxxii) To make suitable arrangements for the removal of debris arising out of

any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xxxiii) The Allottee/s shall permit the Developers and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Developers / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

(xxxiv) The Allottee/s is/are aware and acknowledge/s that the Developer is entitled to sell, lease, sub-lease, give on lease and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xxxv) The Allottee/s is/are aware that the Developer or its agents or contractors etc., shall carry on the work / balance of the other Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The

Developer shall endeavor to minimize the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xxxvi) The Developer shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(xxxvii) The Developer shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society, as the case may be, until the entire development on the Land / the said Land is fully completed.

19. It is agreed that as and when either the Federation and/or the Developer enters into agreements / arrangements with any agency and/or Service Provider and/or person, to provide all the Utilities (as defined hereinafter) or any of them through the specific utility rooms/conduits/ducts and any other space designated for the purpose so as not to interfere with the layout/elevation and/or other services, then in that event the Allottee/s herein shall procure such utilities only from such agency and/or Service Provider and/or person, as the case may be, and pay such amount as may be fixed by agency and/or Service Provider and/or person. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to telephone, cable television, internet services and such other services of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Developer is obligated / liable to provide all or any of the Utilities, whether or not the Developer has entered into agreements / arrangements.

20. The Developer and/or Society and/or any professional agency appointed by it/them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Buildings and/or the said Land and/or the Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be

determined by the Developer and/or such professional agency.

21. The Allottee/s hereby nominate/s the persons as set out in the **Second Schedule** (“the said Nominee”) as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Developer in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Developer shall, at its discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Developer may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Developer, as may be necessary and required by the Developer.
22. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Developer. The Developer will grant its no objection, whereby the Developer will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank (“**said No Objection Letter**”), provided however, that the Developer shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favor of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Developer’s right to receive the full Sale Consideration and other charges and to develop the balance of the Land and such mortgage in favor of such Bank shall be subject to the Developer’s first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Developer under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developer will issue the said No Objection

Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Developer as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

23. The Allottee/s hereby represent/s and warrant/s to the Developers that:

- (i) he/she/it/they is / are not prohibited from acquiring the said Premises under any applicable law or otherwise;
- (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
- (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
- (viii) he/she/it/they is / are not convicted of any offence involving moral

turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Whole Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Developer, provide such security as may be required by the Developer towards the payment of the Sale Consideration and the Installments.

24. It is abundantly made clear to the Allottee/s who is/are a non-resident / foreign national of Indian Origin that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Developer accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the said Car

Parking Space or the Real Estate Project or the Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the execution of the Project Conveyance and the Land Conveyance, as the case may be.

**26. Mortgage or Creation of Charge:**

(i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Developer and notwithstanding the Developer giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Developer shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Developer under this Agreement or otherwise.

(ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Developer is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions including Banks and create such securities with respect to any and all of its right, title, benefits and interest in the Land or any part thereof, as may be solely decided by the Developer, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favor of "Developers Account" with ICICI

**Bank.**

(iii) After the execution of this Agreement, if the Developer wants to mortgage or if any charge is made or created on the said land or the project, 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 Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favor of the Bank.

**27. Binding Effect:**

(i) Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments at Clause 3(ii) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Developer. If the Allottee/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as canceled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s without any interest or compensation whatsoever.

**28. Entire Agreement:**

(i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space.

**29. Right to Amend:**

- (i) This Agreement may only be amended through the written consent of the Parties.

**30. Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

- (i) 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 Real Estate Project and the Whole Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

**31. Severability:**

- (i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are 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 laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

**32. Method of Calculation of Proportionate Share:**

- (i) Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

**33. Further Assurances:**

- (i) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**34. Place of Execution:**

- (i) The execution of this Agreement shall be complete only upon its execution by the Developer, through their authorized signatories, at the Developer's office or at some other place which may be mutually agreed between the Developers and the Allottee/s, in Panvel, Navi Mumbai. After this Agreement is duly executed by the Allottee/s and the Developers or simultaneously with the execution hereof, the said Agreement shall be registered at the Office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Panvel.

**35. Notices:**

- (i) All notices to be served on the Allottee/s, the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s, the Developer by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s, the Developer 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 Developer or the Allottee/s, as the case may be.

**36. Joint Allottee/s:**

- (i) In case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

**37. Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Developer shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

**38. Dispute Resolution:**

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.

**39. Governing Law:**

- (i) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Panvel/Mumbai City and the Courts of Law in Panvel/Mumbai will have

exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

**40. Permanent Account Number:**

- (i) The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

**41. Interpretation:**

- (i) In this Agreement where the context admits:
  - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
  - (b) any reference to the singular shall include the plural and vice-versa;
  - (c) any references to the masculine, the feminine and the neuter shall include each other;
  - (d) any references to a "company" shall include a body corporate;
  - (e) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;

(g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(h) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(i) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(k) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(l) references to a person (or to a word importing a person) shall be construed so as to include:

i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any

Agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);

ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first hereinabove written.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**Part A**

**(Description of the Land)**

All those pieces and parcels of land admeasuring approximately 21360 square meters bearing Survey Nos. 136, 138, 140/8/A, 140/9 situate, lying and being at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA and bounded as follows:

On or towards the East by : Proposed 30 Mtrs. Service Road  
On or towards the West by : Survey No 135 & Village Road  
On or towards the North by : Survey No. 140 (with its sub parts)  
On or towards the Southby : Proposed 30 Mtrs. Road

**Part B**

**(Description of the First Land)**

All those pieces and parcels of land admeasuring approximately 2480 square meters bearing Survey No. 136 situate, lying and being at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA and bounded as follows:

On or towards the East by : Survey No. 137 & 140/8  
On or towards the West by : Survey No. 135  
On or towards the North by : Survey No. 140 (with its sub parts)  
On or towards the Southby : Village Road

**Part C**

**(Description of the Second Land)**

All those pieces and parcels of land admeasuring approximately 7530 square meters bearing Survey No. 138 Hissa No. 1 situate, lying and being at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA and bounded as follows:

On or towards the East by : Survey No. 140/8  
On or towards the West by : Village Road  
On or towards the North by : Survey No 137  
On or towards the South by : Proposed 30 Mtrs. Road

#### **Part D**

##### **(Description of the Third Land)**

All those pieces and parcels of land admeasuring approximately 3878 square meters bearing Survey No. 140 Hissa No. 8/A situate, lying and being at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC and bounded as follows:

On or towards the East by : Survey No. 140/9  
On or towards the West by : Survey no. 138, 137  
On or towards the North by : Survey no. 140 (with its sub parts)  
On or towards the South by : Proposed 30 Mtrs. Road

#### **Part E**

##### **(Description of the Fourth and Fifth Land)**

All those pieces and parcels of land admeasuring approximately 7479 square meters bearing Survey No. 140/9 situate, lying and being at Village Ashte, Taluka Panvel and District Raigad and within Tehsil and Subdivision of Panvel and within the jurisdiction of Sub-Registrar of Panvel and within the limits of MSRDC SPA bounded as follows:

On or towards the East by : Proposed 30 Mtrs. Service Road

On or towards the West by : Survey No. 140/8  
 On or towards the North by : Survey no. 140 (with its sub parts)  
 On or towards the Southby : Proposed 30 Mtrs. Road

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**(Meaning of the Terms and Expressions)**

Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Block “__” Flat No. __ ( __ view) admeasuring about __ square meters equivalent to approximately __ square feet carpet area as per RERA on the __ Floor, of the Real Estate Project.
2.	Car Parking Location (if Allotted under these presents)	
3.	The Sale Consideration	Rs. __/- (Rupees _____ only)
4.	Name of the Account for the Payment of the Sale Consideration	(“ <b>Superb Maa Developers LLP</b> ”).
5.	The said Nominee	Name:
6.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	
7.	Name, Address and E-mail of the Developer for the Purposes of this Agreement	<b>Superb Maa Developers LLP.”</b> 1215B, One Lodha Place, Senapati Bapat marg, Lower Parel, Mumbai, Maharashtra - 400013

9.	Permanent Account Number	Developer's PAN : <b>AAEWFS8119Q</b> Allottee/s' PAN:
10.	Architects for the Development of the said Land	VAO ARCHITECTS RESEARCH & DESIGN STUDIO
11.	RCC Consultants	MAHIMTURA CONSULTANTS
12.	Possession Date As Per RERA	
13.	Bank of Details	<b>Superb Maa Developers LLP Collection Account</b> Bank Name - ICICI BANK

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Description of the Common Areas, Facilities in the Real Estate Project**

- Staircase
- Lifts
- Lift lobby
- Stilt Car parking
- Firefighting ducts/shafts along with equipment's
- Electrical service ducts/shafts
- Internal Pathways
- WTP
- Rain Water harvesting system
- Space for Transformer/ DP

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Description of the Common Areas, Facilities and Amenities in the Whole Project

- Club House
- Swimming Pool
- Gymnasium
- Multipurpose hall/ Meeting room
- Indoor Games room
- Multipurpose Sports turf
- Cricket Net
- Joggers Track/ Walking Track
- Temple
- Gardens
- Children's play area
- Stilt & Podium Parking
- Commercial shops for essential services
- Guest Rooms
- Security

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Description of the Amenities in the said Premises)**

1. Tiles in flooring with skirting all round in rooms and kitchen.
2. White glazed flooring in Baths and Lavatories
3. Domestic Point in Kitchen, living room or bath.
4. Terraces and Toilet Ceiling must be waterproof.
5. Floor of living, dining, bathroom shall be of good quality.
6. Floor of Kitchen, Toilet, Balcony, Terrace shall be anti-skid ceramic tiles
7. Kitchen shall contain granite platform, Stainless steel sink and a quality printed high glazed tile.
8. windows shall be Aluminum framed.
9. Wiring shall be concealed with high quality Copper wire and a socket.
10. Water proof Cement paint for exterior.
11. All doors will be pucca Teak paneled door with iron oxidized hinges and brass fittings and painted three coats.

**SIGNED, SEALED AND DELIVERED** by the )

within named Developer, i.e., **M/s Superb Maa** )

**Developers LLP**, through its Managing Director )

**Mr. SUGAT G. WAGHMARE** )

in the presence of . . .

1. )

)

2. )

)

)

**SIGNED AND DELIVERED** by the withinnamed )

**Allottee/s**

)

1)

)

in the presence of \_\_\_\_\_

1. )

)

2.

)

)

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)

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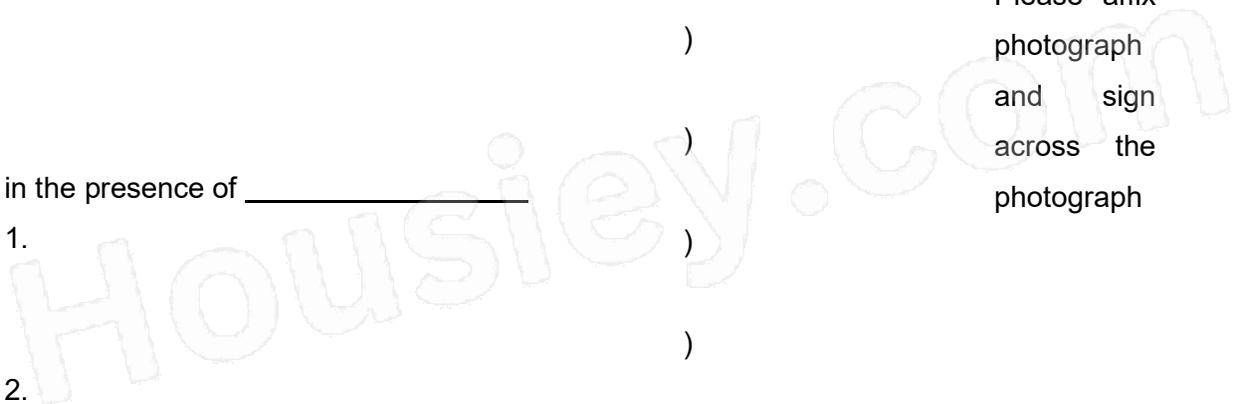
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<p><b>RECEIVED</b> of and from the within named )  Allottee/s, the sum <b>Rs. ___/- (Rupees___)</b>, )  towards Installments mentioned at Serial No. )  <b>1</b> of the [●] Schedule hereinabove written paid )  by him/her/it/them to us, as within mentioned. )</p>	<p><b>Rs. «Receipt_amt ___/-</b></p>
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**We Say Received  
For the Developer**

**Authorized Signatory/ies**

Housiey.com

Witness:

**List of Annexures**

- Annexure “1”** : Plan of the Land
- Annexure “2”** : Copy of the Commencement Certificate.
- Annexure “3”** : Proposed Layout
- Annexure “4”** : Copy of the said Title Certificate.
- Annexure “5”** : Authenticated copies of 7/12 Extracts
- Annexure “6”** : Copy of the presently sanctioned floor plan of the said Premises.

=====  
**DATED THIS** \_\_\_ DAY OF \_\_\_\_, 20\_\_  
=====

**BY AND BETWEEN**

**M/s Superb Maa Developers LLP**

**... THE DEVELOPER**

**AND**

\_\_\_\_\_  
**... THE PURCHASERS**

