

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Thane and on this ____ day of _____ in the Christian Year 202__ (Two Thousand and Twenty-____).

BETWEEN

M/s. Delta Synergy LLP, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008 having its office at Office No. 8 & 9, 2nd floor, Harchusind Bahar CHS, Behram Baug Road, Cinderella Ladies Beauty Salon, Jogeshwari West, Mumbai, Mumbai Suburban, Maharashtra 400 102, herein referred to as “**Owner/Developer**” (which expression shall mean and include its successors and assigns) of the **ONE PART**:

AND

_____ residing /having its /their office 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, in case of individual/s his/her/their respective heirs, executors, administrators; in case of a partnership firm, the partners for the time

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being constituting such firm and the survivors of them and the heirs, executors, administrators of the last surviving Partner; and in the case of a limited company, the successors and permitted assigns) of the **OTHER PART**:

WHEREAS:

- A. Pursuant to (i) Registered Agreement for Sale dated 26th May, 2023 bearing Sr. No. TNN12-7359-2023 (ii) Indenture of Conveyance dated 16th June, 2023 bearing Sr. No. TNN12-8628-2023 and (ii) Indenture of Conveyance dated 16th February, 2024 bearing Sr. No. TNN4-3110-2024, executed between Roshna Parvez Kader being the “vendor” therein and M/s. Delta Synergy LLP being the “purchasers” therein the Owner/Developer acquired all that piece and parcel of Land bearing (i) Old Survey No. 71/3, New Survey No. 93/3; CTS No. 259 admeasuring 204.87 Sq. Mts. and CTS No.259/1 admeasuring 2930 Sq. Mts., (ii) Old Survey No. 71/4, New Survey No. 93/4; CTS No. 260 admeasuring 2844.185 Sq. Mts., (iii) Old Survey No. 71/5(part), New Survey No. 93/5A and 93/5B; CTS No. 261 admeasuring 7205.584 Sq. Mts., (iv) Old Survey No. 72/2, New Survey No. 92/2; CTS No. 258 admeasuring 485.262 Sq. Mts. and (v) Old Survey No 70/2; New Survey No 94/2; CTS No 268 (part) admeasuring 24.42 Sq. Mts. and (vi) Old Survey No. 70/2, New Survey No. 94/2; CTS No. 268 (part) admeasuring 3970.32 Sq. Mts. and in aggregate admeasuring 17,664.64 Sq. Mts., all lying being and situate at Village Owale, Registration District Thane within the limits of Thane Municipal Corporation (“**Entire Land**”) which is more particularly described in **First Schedule** hereunder written and

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shown by red colour boundary line on the plan annexed hereto as **Annexure - A.**

B. The Owner/Developer intends to develop a portion of the Entire Property being all that piece and parcel of non-agricultural land bearing (i) Old Survey No. 71/3, New Survey No. 93/3; CTS No. 259/1 admeasuring 2334.96 Sq. Mts., (ii) Old Survey No. 71/4, New Survey No. 93/4; CTS No. 260 admeasuring 2847.54 Sq. Mts., (iii) Old Survey No. 71/5(part), New Survey No. 93/5A and 93/5B; CTS No. 261 admeasuring 7043.694 Sq. Mts., (iv) Old Survey No. 72/2, New Survey No. 92/2; CTS No. 258 admeasuring 318.512 Sq. Mts., and (v) Old Survey No. 70/2, New Survey No. 94/2; CTS No. 268 admeasuring 1361.83 Sq. Mts. in aggregate admeasuring 13906.54 Sq. Mts., all lying being and situate at Village Owale, Registration District Thane within the limits of Thane Municipal Corporation ("**Larger Land**") which is more particularly described in **Second Schedule** hereunder written and shown by blue colour boundary line on the plan annexed hereto as **Annexure - B.**

C. As per the Relevant Laws, the Owner / Developer is mandatorily required to handover the portions of the Larger Land admeasuring about 4973.31 sq. mts. reserved for DP Road to Thane Municipal Corporation ("TMC") as shown and provided under the Layout Approval and Layout Approval Plan dated 9th August, 2024 approved by TMC bearing File No. TMCB-24-51310 ("**Layout Plan**"). The Owner / Developer shall use the FSI generated by handing over portion of the Larger Land reserved for D. P. Road to TMC on the balance remaining area of the Larger Land admeasuring 8933.23 sq. mts.

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- D. The Owner/Developer further intends to develop the Larger Land into a larger complex, as per the permissible user/s and/or scheme/s prevailing from time to time comprising of various phases/projects/buildings/structure, within the larger complex currently known as “**Delta Greenville**” or such other name as Owner/Developer may in its absolute discretion deem fit (“**Complex**”), by utilizing Full FSI Potential available in respect of the Larger Land.
- E. The Owner/Developer shall be constructing building/s along with Federation Common Areas and Amenities (as defined herein), residential units along with Residential Limited Common Areas and Amenities (as defined herein) and such other developments as may be permitted on the Larger Land. The Larger Land will be developed in phase wise/ segment wise manner. The Owner/ Developer as part of first phase is in the process of constructing a residential cum commercial building known as “Aster” / “Wing A” and also proposes to construct more building(s) on the said Project Property (defined hereinafter).
- F. On portion of the said Larger Land admeasuring 8933.23 sq. mts. (“**Project Property**”) which is more particularly described in *Firstly* in the **Third Schedule** hereunder written and demarcated thereon by red colour boundary line in the Plan annexed hereto as **Annexure – C** the Owner/Developer has now proposed to develop another building known as “**Cedar**” / “Wing C” or such other name that the Developer/Owner shall designate, admeasuring 19472.74 sq. mts. (built up area) (“**said Building**”) which is more particularly described *Secondly* in the **Third Schedule** hereunder written. The said Building shall consist of:

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- (i) ground floor comprising of car parking space/s
- (ii) 1st to 5th podium level for car parking space/s,
- (iii) 6th level podium for car parking space/s and amenities,
- (iv) residential units from typical 1st floor (above 6th podium level) to 32nd floor which may further extend upto 46th floors,
- (v) amenities on the top floor above the typical top most residential floor.
- (vi) Part amenities and part recreational on terrace floor.

G. The said Building shall thus have residential area on typical 1st floor (above 6th podium level) to 32nd floor which may be further extend upto 46th floors (“**Residential Area**”).

H. All the occupants of the said Building shall contribute proportionately towards the Outgoings which includes expenses of common areas/amenities/utilities/facilities of said Building and Project Property, subject to the terms and conditions as may be stipulated in this Agreement for Sale.

I. The building plans in respect of said Building has been approved by the Thane Municipal Corporation (“**TMC**”) by issuing Commencement Certificate in respect of said Building has been endorsed on 1st October 2024 bearing Permit No. TMCB/B/2024/APL/01166 (“**CC**”). Copy of CC is annexed hereto as **Annexure – C1**. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Developer while developing the said Building and upon due observance and performance the Occupation

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Certificate/ Building Completion Certificate in respect of said Building shall be granted by the concerned local authority.

- J. The Owner/Developer has registered the said Building under the provisions of Real Estate (Regulation and Development) Act, 2016 (“**said Act**”) read with Maharashtra Rules and Regulations, 2017 (“**said Rules**”) with registration No. _____. A copy of the Registration Certificate is annexed hereto as **Annexure - D**.

- K. The Owner/Developer shall be at liberty at any time in the future to change, amend, modify and alter, scope, scale and user of the said Larger Land by way of amalgamation, additions, alterations, amendments, deletions thereto, sub-division thereto, or to any portion thereof, change of user/s, change / shift / subdivision of the said Larger Land, utilization of Full FSI Potential, by granting right-of-way to and from the said Larger Land to the occupants of the neighboring properties or the subdivided / demarcated plots or buildings, etc., by right to use the common infrastructure, in any manner whatsoever in accordance with the Applicable Law prevailing from time to time.

- L. The Owner/Developer has specifically informed the Allottee/s that the Owner/Developer intends to construct / shall be constructing additional floor on the said Building above the presently proposed typical 33rd floor which may be further extend upto 46th floors and accordingly certain amenities will be provided on top floor above the typical top most residential floor and certain amenities and part recreational will be provided on the terrace floor above the top most floor and the Allottee/s

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have hereby granted their express, informed and unconditional consent for the same.

- M. The Owner/Developer will be selling units in the said Building on what is known as “Ownership basis” as per the said Act and said Rules.
- N. Subject to and upon the terms, conditions and provisions hereof, the Owner/Developer has agreed to sell to the Allottee/s, the Unit together with exclusive right to use the car parking space (as set out in clause 3.1 hereof, at or for the agreed consideration payable by the Allottee/s as set-out in in clause 3 hereof (“**Consideration**”) and in addition to the Consideration, the Allottee/s shall, on or before taking delivery of possession of the Unit, also pay to the Owner/Developer all other charges and deposits as per this Agreement and as mentioned in clause 3.1 hereof with applicable taxes (“**Charges and Deposits**”).
- O. The Owner/Developer is in possession of the Project Property and is entitled to construct building/s on the Project Property in accordance with the recitals hereinabove.
- P. The Owner/Developer has sole and exclusive right to sell units in the said Building to be constructed by the Owner/Developer on the Project Property and to enter into Agreement/s with the Allottee/s of the unit/s to receive the full consideration in respect thereof.
- Q. Certificate of Title issued by Primo Legal, Advocates & Solicitors, certifying the title of the Owner/Developer in respect of the said Larger Land is annexed hereto as **Annexure - E**. The Allottee/s confirms

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having, inspected, read and understood all the disclosures/documents in respect of the said Building referred to herein and available on the website of the Maharashtra Real Estate Regulatory Authority (“MahaRERA”) in respect of the said Building.

- R. The Property Cards in respect of the said Larger Land are hereto annexed and marked as **Annexure - F1 to F5**.
- S. The Owner/Developer has got some of the approvals from the concerned local authority(s) to the plans, specifications, elevations, sections for the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate (BCC) for the said Building.
- T. 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.
- U. Under section 13 of the said Act, the Owner/Developer is required to execute a written Agreement for Sale for Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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The recitals hereinabove contained and Annexures annexed hereto shall form an integral part of this operative portion as if the same are set out herein *verbatim*.

1. **DEFINITIONS:**

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

1.1. **‘Agreement’** shall mean this Agreement together with the Schedules and annexures hereto and any other deed and/or document(s) executed in pursuance hereof, which will be expressed to be supplemental to, or as a modification or amendment of this Agreement.

1.2. **‘Allottee/s’** shall mean the person/s to whom the Unit is allotted by the Owner/Developer and includes the person’s who subsequently acquires the Unit through sale but does not include a person to whom such Unit is given on rent/Leave and License.

1.3. **‘Applicable Law’** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time.

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1.4. **'BCC'** shall mean Building Completion Certificate issued by TMC as per Applicable Law.

1.5. **'Car-Parking Space/s'** shall mean covered/stilt/stack/mechanical car parking space as mentioned in clause 3.1 hereto.

1.6. **'CAM Charges'** shall mean Common Area Maintenance Charges being sum of monthly / quarterly maintenance charges, period subscription charges, fee / charges payable under annual maintenance contracts, FM fees, and all other expenses necessary and incidental to provide management, repair, maintenance, upkeep, housekeeping and replacement of common areas/amenities/utilities/facilities of the said Building / Project Property which will be payable by the Allottee/s with applicable taxes. CAM Charges is further split in the following components:

1.6.1. **'Residential CAM Charges'** shall mean Residential Common Area Maintenance charges payable by the Allottee/s of residential units in the said Building together with applicable taxes thereon inter-alia for the maintenance, upkeep and security of Residential Limited Common Areas & Amenities and the Common Infrastructure of the said Building as defined herein. Residential CAM Charges will be as set out at **Annexure - G**.

1.6.2. **'FCAM Charges'** shall mean the Federation Common Area Maintenance Charges proportionately payable by all occupants of the Project property together with applicable taxes thereon inter alia for the maintenance of the Project Property and the Common

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Infrastructure of the Project Property, ground floor, multi-level podium, top floor and the terrace of the said Building including property tax payable in respect thereof and in respect of the Car Parking Space/s allocated to the Allottee/s and excluding any and all Residential - CAM Charges. FCAM Charges will be as set out at **Annexure - G**.

1.7. **‘Federation Common Areas & Amenities’** means the areas, amenities and facilities to be developed upon the Project Property as part of the Complex and also includes ground floor, multilevel podium, top floor and the terrace of the building/s to be constructed on the said Project Property but excludes the Residential Limited Common Areas & Amenities within the Complex), which are intended for the common use of all the occupants, from time to time of the Complex, and more particularly described in the **Fourth Schedule** annexed hereto.

1.8. **‘Common Infrastructure’**: The Owner/Developer shall provide common infrastructure (whether provided now or in future) as categorized herein below for the use and convenience of all the occupants in the Complex/ Project Property, subject to payment of necessary proportionate Outgoings:

1.8.1. **‘Common Infrastructure of the said Project Property’**:
Receiving Stations, Internal Roads, footpaths, Mechanical Electrical Plumbing Services, Sewage Treatment Plan, storm water drains, sub-station, DG, security cabins, gardens, ramp, parking, driveways, internal roads and footpaths, etc.

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1.8.2. **‘Common Infrastructure for the said Building’:** underground water tanks, Organic Waste Composter, Mechanical Electrical Plumbing Services, Fire-fighting system, entrance gate, Overhead tank, Underground Water tank, Pump Room, Electrical / LV shafts, Firefighting shafts, Fire Fighting System, Plumbing Shafts, Plumbing system, Rain water Harvesting System, Lightning arrestor, Service Floor, etc.

1.9. **‘Consideration’** shall mean the amount payable by the Allottee/s to the Owner/Developer as mentioned in **Fifth Schedule** annexed hereto with applicable taxes for the acquisition of rights in respect of the Unit and shall include other chargers and deposits as stated in **Sixth Schedule** annexed hereto.

1.10. **‘Date of Possession’ / ‘DOP’** shall mean the Date of Possession as mentioned under **Fifth Schedule** annexed hereto with further extension of 12 months as per the provision of Section 6 of MahaRERA.

1.11. **‘UDCPR’** shall mean Unified Development Control and Promotion Regulations applicable to TMC.

1.12. **‘Exclusive Balcony/ Veranda/Open Terrace Area’ or ‘EBVT Area’** shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas including any utility area meant for the exclusive use of the Allottee/s, other than the Carpet Area.

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EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area. Allottee/s.

1.13. **'Federation'** shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Complex, to maintain, administer and manage the Project Property and the Complex. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Project Property, all rights and powers of the Federation shall vest in and be exercised by the Owner/Developer.

1.14. **'FM Fees'** shall mean the Facility Management Fees to be paid by the Allottee/s to the Owner/Developer and/or its nominees, which shall be as set out in clause 15.1.

1.15. **'GST'** shall mean Goods and Services Tax paid into the Government Treasury.

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1.16. **‘Interest’** unless defined otherwise, shall mean the simple interest at State Bank of India (“**SBI**”) highest Marginal Cost of Lending Rate (“**MCLR**”) plus two percent, per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October, provided that in case the SBI MCLR is not in use it would be replaced by such benchmark lending rates which the SBI may fix from time to time for lending to general public. The interest on all the default amounts shall be paid from the next day of the date the amount becoming due till the date of realization of such amount. The payment of Interest shall be without prejudice to the other rights and remedies of the parties. Delay in demand of Interest shall not constitute a waiver of the same, unless specifically provided in writing.

1.17. **‘IOP’** shall mean the Intimation of Possession Letter, by which the Owner/Developer will notify to the Allottee/s that the OC is obtained in respect of the said Unit and invite the Allottee/s to take possession subject to payment and completion of possession formalities.

1.18. **‘IFAMSD’** shall mean non-refundable Interest Free Advance Maintenance Security & Deposit to be paid on receipt of IOP by the Allottee/s to the Owner/Developer, as mentioned in **Sixth Schedule** annexed hereto collected for the purpose of maintaining Federation Common Areas & Amenities/Residential Limited Common Areas & Amenities, Common Infrastructure and as security deposits for Outgoings of the said Building/ said Project

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Property. The Owner/Developer shall utilize such deposits towards initial Outgoings and/or default of payment of Outgoings and towards interest thereon (if any) and retain such deposits proportionately as security to be used for default of payment of Outgoings and interest thereon (if any) as per the provisions of Applicable Law, until the management of the Complex together with the accounts is handed over to the Federation as the case may be.

1.19. **‘Liquidated Damages’** shall mean an amount equivalent to sum of 10% of the Consideration plus brokerage (if any) paid by the Owner/Developer plus outstanding interest due and payable from the Allottee/s, if any.

1.20. **‘Full FSI Potential’** shall mean basic FSI available in respect of the said Larger Land, as well as any additional FSI which is now available or which may become available in future, on account of increase in the basic FSI, or on payment of premium, or by virtue of acquisition/loading by the Owner/Developer, of Transferable Development Rights arising/emanating from the said Larger Land (including portions thereof under D.P. Roads set back etc.), or of any other property/ies (**‘TDR-FSI’**) under the provisions of the applicable rules and regulations prevailing from time to time, or in any other manner whatsoever.

1.21. **‘Outgoings’** shall mean sum of CAM Charges and Property Tax.

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1.22. **‘Occupation Certificate’** shall mean occupation certificate issued by TMC as per Applicable Laws.

1.23. **‘Podium’** from 1st to 6th level podium provided for the purpose of parking vehicles, laying services and utilities, amenities and for such other purpose as may be deemed fit and for common usage of all the occupants of the Project Property.

1.24. **‘Property Tax’** shall include property taxes, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government payable in respect of the Unit, the Project Property as per Applicable Law.

1.25. **‘Residential Limited Common Areas & Amenities’** means, in respect of the Residential Area staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, refuge areas, garbage disposal areas, and includes certain areas within the said Building. Residential Limited Common Areas & Amenities shall always exclude Federation Common Areas & Amenities, parking spaces, and independent areas and utility areas in the Complex. The Residential Limited Common Areas & Amenities are more particularly described in **Fourth Schedule** annexed hereto.

1.26. **Types of Area:**

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‘Carpet Area’ as defined by the said Act read with Circular No. 4/2017 dated 14th June, 2017 of the Maharashtra Real Estate Regulatory Authority.

‘Usable Carpet Area’ / ‘UCA’ shall mean total of Carpet Area + EBVT Area as stated in **Fifth Schedule** annexed hereto.

1.27. **‘Ultimate Organization’** shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the said Building as contemplated in clause 13. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the allottees/ owners of all the units in the said Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Owner/Developer.

1.28. **‘Unit’** shall mean the residential unit in the Building with the Carpet Area and EBVT Area as specified in **Fifth Schedule** annexed hereto (Unit and Details) and floor plan thereto (with unit shaded) annexed as **Annexure H** (Floor Plan) hereunder.

2. **CONSTRUCTION:**

2.1. The Owner/Developer shall construct the said Building in accordance with the plans, designs and specifications as approved by the concerned authority from time to time.

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2.2. It is expressly agreed between the parties hereto that only in the event that the representations and disclosures as regards development of the Project Property made herein undergo a change, except if such change is prompted by change of law, change in requirement of reservations, judicial pronouncement, any direction of statutory authority, or any reasons not attributable to the Owner/Developer, will the Owner/Developer be obliged to approach the Allottee/s for his/her/its consent under section 14 of the said Act.

2.3. The Owner/Developer shall be entitled to provide the Common Infrastructure (whether provided now or in future) as stated herein. The Common Infrastructure in respect of Complex shall be operated by the Owner/Developer and / or its nominees or any third-party agencies as may be nominated by the Owner/Developer until handover to the Federation, and/or for that purpose the Owner/Developer shall be entitled to enter appropriate arrangements with them as the Owner/Developer may decide at its absolute discretion. The Allottee/s shall be liable to bear and pay such charges as part of Outgoings as may be decided by the Owner/Developer for the use of the Common Infrastructure. The Owner/Developer is entitled to and reserves the right to amend, modify and alter the Common Infrastructure as per Applicable Law.

2.4. The Federation Common Areas And Common Amenity/ies shall be such as specified in **Fourth Schedule** annexed hereto. The right to use common areas/amenities, is granted to the Allottee/s

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as specified herein, subject to the payment of Outgoings as prescribed in this Agreement.

- 2.5. The Podiums shall be interconnected and used by all the occupants of Complex. It is further clarified that, the Podiums shall be maintained by the Federation.
- 2.6. The Allottee/s agree/s not to raise any objection with regard to current and future development of the said Larger Land/Project Property.
- 2.7. The Allottee/s shall be entitled to use but shall not be entitled to claim any right in the common areas/amenities/utilities/facilities.
- 2.8. The Owner/Developer hereby agrees to observe, perform and comply with the required terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Building plans and approvals or thereafter and shall, before handing over possession of the said Unit to the Allottee/s, obtain from the concerned local authority Occupation Certificate in respect of the said Unit.
- 2.9. The Owner/Developer has informed the Allottee/s and the Allottee/s is/are aware that the Owner/Developer may provide right of way access to other persons from or through Project Property and/or the said Larger Land or a portion thereof. The Allottee/s hereby state and confirm that they have no objection to

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the same and shall not raise any objection in the future in respect thereof.

2.10. The Owner/Developer shall be at liberty at any time in future, change, amend, modify and alter, scope, scale and permissible/mixed user/s of the said Larger Land by way of additions, alterations, amendments, deletions thereto, subdivision thereto or to any portion thereof, change of user/s, change / shift / subdivision of the said Larger Land, utilization of Full FSI Potential by, granting right-of-way to and from the said Larger Land to the occupants of the neighboring properties or the subdivided / demarcated plots or buildings, etc., by right to use the Common Infrastructure, in any manner whatsoever in accordance with the Applicable Law without affecting the rights of the Allottee/s in respect of the said Unit.

2.11. The Allottee/s hereby confirm that the Car-Parking Space/s shall be located in mechanical car parking tower and the Allottee/s have verified the available car parking sizes and dimensions thereof as per the sanctioned plans and are satisfied with the same. The Allottee/s hereby confirms that the Car-Parking Space/s is suitable for parking the Allottee/s car/s and hereby undertakes that the Allottee/s shall not in future raise any dispute on the size and type of the said Car-Parking Space/s to be allotted. The Allottee/s shall be bound to abide by the rules and regulations as may be framed in regards to the said Car-Parking Space/s by the Owner/Developer and /or the Ultimate Organisation and/or the Federation and shall pay such outgoings in respect of the said Car-

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Parking Space/s / car parking tower as may be levied by the Owner/Developer and /or the Ultimate Organisation and/or the Federation. Further, the Allottee/s shall not in the future raise any dispute about the non-suitability of the said Car-Parking Space/s as constructed by the Owner/Developer.

2.12. The decision of the Owner/Developer with respect to identification and authorization /permission to use the said Car-Parking Space/s shall be final and binding on the Allottee/s and the Allottee/s hereby give/s his/her/their/its irrevocable consent for the same and undertake/s not to dispute such authorization/permission at any time in future. The Allottee/s undertakes/s not to independently sell/transfer/lease or give on license or in any other manner part with the said Car-Parking Space/s permitted/authorized for use to the Allottee/s. The rights of the Allottee/s in respect of the said Car-Parking Space/s shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the said Car-Parking Space/s will tantamount to material breach of the terms of this Agreement. For such breach, the Owner/Developer and/or the Ultimate Organisation and/or the Federation shall have right inter-alia to levy such penalty or take such action as they may deem fit.

2.13. Any mechanical car parking system that is purchased/installed by the Owner/Developer from third party Vendor/s is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the

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Owner/Developer and / or its affiliates or their successors, competent authority and its officers in case the Allottee/s experience any malfunctioning or shut down for any period or for want of electricity, technical glitch or otherwise. Further, in case of mechanical car parking, the obligation of the Owner/Developer to maintain the said Car-Parking Space/s shall be limited to the extent of the warranty period or until the hand over of the management of the Complex to the Federation whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Unit and/or the said Car-Parking Space/s for any reason whatsoever.

2.14. The Allottee/s agree/s to extend complete co-operation at all times with other Allottee/s who have been permitted to use the Car-Parking Space/s in the mechanical car parking system installed in the said Complex and ensure that the other allottee/s are able to park their cars/ vehicles in their permitted car parking space/s at all times, without any difficulty or let or hindrance.

2.15. The said Car-Parking Space/s shall be authorized / permitted by the Owner/Developer to the Allottee/s at the sole discretion of the Owner/Developer, on or around the DOP.

3. **CONSIDERATION:**

3.1. The Allottee/s hereby agree/s to purchase from the Owner/Developer and the Owner/Developer hereby agrees to sell to the Allottee/s the Unit and allot the Car Parking Space/s and as

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set out in the **Fifth Schedule** annexed hereto, shown on the typical Floor Plan annexed hereto as **Annexure - H** at or for the agreed Consideration as set out in **Fifth Schedule** annexed hereto and other charges and deposits as set out in **Sixth Schedule** annexed hereto subject to what has been recited herein. The specifications and amenities to be provided in the Unit are specified in **Seventh Schedule** annexed hereto. The Consideration shall be payable as per the payment plan as set out in the **Eight Schedule** annexed hereto.

3.2. The payment plan as per MAHARERA and the rate were shared with the Allottee/s for the said Unit, however Allottee/s has requested the Owner/Developer to avail one time-structured payment plan for the Allottee/s own convenience and accordingly agreed to a revised payment schedule/plan as incorporated in the **Eight Schedule** annexed hereto which has been accepted by the Allottee/s unconditionally and the Allottee/s hereby agrees not to raise any dispute or objection or protest or challenge in any forum at any time in future in respect to the price and revised payment plan at any time for any reason whatsoever.

3.3. The Allottee/s have paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Owner/Developer the balance amount of Rs (Rupees) and shall be deposited in RERA Designated Collection Bank

Owner/Developer	Allottee/s
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Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

3.4. The Owner/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Owner/Developer.

3.5. The Consideration together with the tax, any cess, surcharge and applicable GST thereon shall be paid by the Allottee/s in installments as specified in **Eight Schedule** annexed hereto, strictly within a period of 15 (fifteen) days from the receipt of the written intimation from the Owner/Developer (“**Demand Notice**”), by cheque/Bank Transfer in favour of the Owner/Developer after deducting therefrom TDS on each installment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Allottee/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Directorate General of Income-tax (System) or to the person authorized by him in this behalf, within 7 (seven) days from the end of the month in which the deduction

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is made, and issue a TDS certificates in Form No.16B to the Owner/Developer within 15 (fifteen) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Owner/Developer to give credit to the Allottee/s for the same.

3.6. If any of the payment in cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 9.1.1 below and the Owner/Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Owner/Developer may, at its sole discretion, without prejudice to its other rights, charge fulfil charges of Rs. 5000/- (Rupees Five Thousand only) for fulfilment of payment instruction upon first instance and for second instance the same would be Rs. 1000/- (Rupees Ten Thousand only) in addition to interest at the Interest Rate as defined hereunder for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only;

3.7. It is an essential and integral term and condition of this Agreement, that the interest, title in respect of the Unit under this Agreement, shall be created in favour of the Allottee/s and/or the Allottee/s will have, or be entitled to claim any rights under this Agreement in respect of the Unit together with Car Parking Space/s, only if the amounts payable by the Allottee/s in

Owner/Developer	Allottee/s
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pursuance hereof, are fully paid by the Allottee/s to the Owner/Developer, and Allottee/s has/have furnished to the Owner/Developer the requisite Form 16B for all amounts of TDS.

3.8. The 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 and/or any increase/escalation in input costs for materials on account of reasons beyond the control of the Owner/Developer for the development of the said Building. The Owner/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 Owner/Developer shall forward the said notification/ order/ rule/ regulation/ certificate published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, and in case of increase/escalation in input costs on account of reasons beyond the control of the Owner/Developer, the same shall be supported by the Owner/Developer's chartered accountant's certificate, which shall only be applicable on subsequent payments.

3.9. The Owner/Developer shall confirm the final Carpet Area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of (3%) three

Owner/Developer	Allottee/s
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percent. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the Carpet Area within the defined limit then Owner/Developer shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the said Rules (if applicable), 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 the Allottee/s, the Owner/Developer shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 3.1 of this Agreement.

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

3.11. (i) The Allottee/s hereby agrees to purchase from the Owner/ Developer and the Owner/ Developer hereby agrees to sell to the Allottee/s garage/covered car parking space at ____ level basement/ podium/ stilt/ mechanical car parking unit bearing No. ____ admeasuring ____ sq. ft. having ____ ft. length x ____ ft. breadth x ____ ft. vertical clearance. (ii) The Allottee/s has requested the Owner/ Developer for allotment of an open car parking space and the Owner/ Developer agrees to allot to the

Owner/Developer	Allottee/s
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Allottee/s an open car parking space without consideration bearing No. ____ admeasuring ____ sq. ft. having ____ ft. length x ____ ft. breadth.

3.12. The Owner/Developer shall confirm that allotment of Car Parking Space as above is tentative and the details of Parking Space and other details thereof to be allotted to the Allottee/s shall be confirmed by the Owner/Developer after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority.

3.13. In the event of default of any due amounts, not limited to but including Consideration or Charges and Deposits, the Allottee/s shall be liable to pay Interest to the Owner/Developer.

4. **TITLE:**

4.1. The Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owner/Developer to the said Larger Land and the right of the Owner/Developer to develop the said Larger Land.

4.2. The Owner/Developer has created charge in respect of the said Project Property/Larger Land and has procured the NOC/release in respect of the said Unit prior to execution of this Agreement. A photocopy of the NOC is annexed hereto as **Annexure - I**.
(Clause Not Applicable).

5. **FLOOR SPACE INDEX ("FSI"):**

Owner/Developer	Allottee/s
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5.1. The Allottee/s is/are aware that TMC has presently sanctioned Layout Approval and Layout Approval Plan dated 9th August, 2024 approved by TMC bearing File No. TMCB-24-51310 ("Layout Plan") for construction of built up area admeasuring 17236.53 square meters (approx.) for construction of the Complex as per Applicable Law.

5.2. The Owner/Developer shall be entitled to utilize, exploit and deal with the Full FSI Potential of the said Larger Land for construction of Complex and development of facilities and/or amenities on any part of the said Larger Land even after the registration of the Ultimate Organization-/Federation and shall have full right and authority to utilize Full FSI Potential that may be available from time to time even after the registration of the Ultimate Organization/Federation and the Owner/Developer shall be entitled to use and or deal with all such construction in such manner as the Owner/Developer may deem fit.

5.3. The Owner/Developer is entitled to construct the various buildings in the Complex and other structures on the said Project Property /Larger Land being constructed as well as the buildings / structures / apartments / shops / offices etc. that may be constructed in the future phases of development on the said Project Property/Larger Land in the manner and as per the permissions /approvals received from time to time.

Owner/Developer	Allottee/s
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5.4. All FSI at any time available in respect of the said Larger Land or any part/s thereof shall always belong absolutely to the Owner/Developer. Neither the Allottee/s nor any of the other Allottee/s of any units being constructed on the said Project Property/Larger Land (including the said Building) nor the Ultimate Organization /Federation of any future organizations of unit purchasers of any future developments on the said Project Property/Larger Land shall be entitled to claim any FSI howsoever available on the said Project Property/ Larger Land.

5.5. The Allottee/s shall not be entitled to object to raise any objection with regard to balance portion of the said Larger Land.

6. **PROCEDURE FOR TAKING POSSESSION:**

6.1. The Owner/Developer, upon obtaining the Occupation Certificate from the competent authority and upon full payment of the Consideration and all other charges due and payable in terms of this Agreement by the Allottee/s, shall offer possession of the said Unit to the Allottee/s in writing in terms of this Agreement. The Allottee/s shall be bound and obligated to take possession of the said Unit within the time as mentioned in the IOP even if possession is offered prior to the Date of Possession against Allottee/s making all balance payment without raising any objection to preponement of Date of Possession of the said Unit. Upon receipt of IOP, the Allottee/s agree(s) to pay the Outgoings as determined by the Owner/Developer /Ultimate Organization/Federation, as the case may be. The Allottee/s shall

Owner/Developer	Allottee/s
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take possession of the said Unit within the stipulated time as mentioned in the IOP by paying the entire balance amounts as mentioned in the IOP, notwithstanding the ongoing development of the common areas/amenities and Common Infrastructure and/or other structures on the said Project Property/Larger Land. The Allottee/s agree/s to take possession even if a part Occupation Certificate is granted for the said Building so long as the same covers the said Unit and even if the common areas/amenities/utilities/facilities and Common Infrastructure, will be made available in phases. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to the said Unit (save and except the defects as mentioned in Clause 12), the Owner/Developer shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at the Allottee/s own costs

6.2. Till the construction/development work of common areas/amenities/ utilities/ facilities and Common Infrastructure is completed, Allottee/s undertake not to object to the same. The Allottee/s also undertake/s not to object to any development work of any nature whatsoever that may be undertaken or caused to be undertaken by the Owner/Developer on the Project Property and the Larger Land.

6.3. Upon possession of the said Unit being delivered to the Allottee/s, the Allottee/s shall occupy and use residential units solely for

Owner/Developer	Allottee/s
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residential use only as intended by the Owner/Developer and shall not change the user thereof.

- 6.4. Upon receipt of IOP, irrespective of whether the Allottee/s takes possession of the said Unit within the stipulated time (as mentioned in IOP) or not, the Allottee/s shall be liable to pay Outgoings in respect of the said Unit as contemplated in this Agreement and the same will deem to have become applicable on expiry of the period for possession as stated in the IOP.
- 6.5. The Allottee/s shall take possession of the said Unit by executing necessary documents as may be prescribed by the Owner/Developer in relation to fit-out work, use and occupation of the Unit, the car parking spaces etc. without any demur or dispute.
- 6.6. Save and except as provided in this Agreement, upon the Allottee/s taking possession of the said Unit, the Allottee/s shall have no claim against the Owner/Developer in respect of the said Unit on any count whatsoever.

7. **FAILURE OF ALLOTTEES/S TO TAKE POSSESSION OF UNIT:**

Upon receiving a written IOP from the Owner/Developer as mentioned hereinabove, the Allottee/s shall take possession of the Unit from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation subject

Owner/Developer	Allottee/s
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to final payments, as prescribed in this Agreement which includes applicable taxes and interest on default of payment on its due date (if any). In case Allottee/s fails to take possession within the time period as mentioned in IOP, such Allottee/s shall continue to be liable to pay Outgoings as applicable.

8. **INTEREST ON DELAY:**

8.1. Time is essence for the Owner/Developer as well as the Allottee/s.

The Owner/Developer shall abide by the Date of Possession as mentioned in **Fifth Schedule** annexed hereto subject to extension if any, as per provision of section 6 of MahaRERA and subject to Force Majeure events for completing the said Building and handing over the possession of the Unit together with Car parking Space/s to the Allottee/s after receiving the Occupancy certificate . Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her/them/it as provided in this Agreement.

8.2. Subject to what is stated herein, if the Owner/Developer fails to handover the possession of the Unit to the Allottee/s on or before the Date of Possession set out in the **Fifth Schedule** annexed hereto or within the extended time if any as per provision of section 6 of MahaRERA , the Owner/Developer agrees, subject to the rights of the Owner/Developer under Applicable Law, to pay to the Allottee/s, who does not intend to withdraw from the said Building, Interest on the Consideration amounts paid by the

Owner/Developer	Allottee/s
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Allottee/s, till the offer of possession as specified in the said Rule, for every month of delay, till the handing over of the possession.

8.3. The Allottee/s agrees to pay to the Owner/Developer, Interest on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are realized, together with the interest thereon.

9. **TERMINATION:**

9.1. **OWNER/DEVELOPER'S RIGHT TO TERMINATE:**

9.1.1. Without prejudice to the right of the Owner/Developer to charge interest in terms of clause 8.3 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Owner/Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other Outgoings) and on the Allottee/s committing three defaults of payment of installments, the Owner/Developer shall at its own option may terminate this agreement. Provided that, the Owner/Developer shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Owner/Developer within the period of notice, then at the end of such. Notice period, Owner/Developer shall be

Owner/Developer	Allottee/s
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entitled to terminate this Agreement. Provided further that upon the termination of this Agreement as aforesaid, the Owner/Developer shall refund to the Allottee/s (subject to adjustment and recovery of any agreed Liquidated Damages or any other amount which may be payable to the Owner/Developer) within a period of 30 (thirty) days of the termination, the installments of sale Consideration of the Unit which may till then have been paid by the Allottee/s to the Owner/Developer.

9.1.2. The Owner/Developer shall refund the aforementioned installments of Consideration paid by the Allottee/s in pursuance of this Agreement subject to (i) completion of cancellation formalities (ii) right of the Owner/Developer to to adjust and recover from the Allottee/s Liquidated Damages along with any losses that may accrue to the Owner/Developer, by reason of such termination including any diminution in sale price or market value of the said Unit prevailing at the time of termination, (b) brokerage fees (c) all other taxes and Outgoings, if any due and payable in respect of the said Unit upto the date of termination by the Owner/Developer, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of termination of this Agreement, (e) In case the Allottee/s has /have opted for Subvention Scheme, the total amount of pre-EMI interest paid and/or payable by the Owner/Developer (in their discretion), if any to the lending bank/financial institutions, (f) any interest reimbursed by the Owner/Developer (in their discretion), if any to the Allottee/s (the subvention scheme is not availed), (g) in

Owner/Developer	Allottee/s
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case the Allottee/s has opted any special scheme of the Owner/Developer, the total amounts of EMI's borne and paid by the Owner/Developer on behalf of Allottee/s, (h) in case the Allottee/s have availed any loan then all amount disbursed by the lending bank/Financial institution to the Owner/Developer, which amounts may be refunded by the Owner/Developer (in their discretion) if any, to such lending bank/financial institution directly and the Allottee/s authorizes the Owner/Developer to collect the original Agreement for sale from such banks/Financial institution and shall not be required to take any consent/confirmation from the Allottee/s at any time and refund the balance, if any to the Allottee/s). Further, upon termination of this Agreement, the Owner/Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Service Tax, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of such termination, the Owner/Developer shall after deduction of the aforesaid amounts, refund the balance amount of the Consideration remaining with the Owner/Developer from the amount as paid by the Allottee/s, to the Allottee/s simultaneously, with the Owner/Developer and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

9.1.3. Save and except what is stated herein, the Owner/Developer shall not be liable to pay to the Allottee/s any interest, compensation,

Owner/Developer	Allottee/s
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damages, costs, otherwise. The refund amount, after applicable deductions, shall be accepted by the Allottee/s as and by way of full and final satisfaction of all his/her/its claims under this Agreement and/or in respect of the said Unit or otherwise and not contest the Owner/Developer's notice of termination before any forum whatsoever.

9.1.4. Upon completion of the 15 (fifteen) days from receipt of Owner/Developer's notice of termination, the Allottee/s shall complete all formalities as required for the cancellation of this Agreement and as required in law namely to execute and register a cancellation deed, etc. at the cost of the Allottee/s and shall cooperate with Owner/Developer to effectively release all rights hereof and the Allottee/s shall have no claim of any nature whatsoever on the Unit and the Car-Parking Spaces or any part thereof.

9.1.5. Upon refund of the monies as stated in clause 9.1.1 above, the Owner/Developer shall be entitled to deal with and/or dispose off in their absolute discretion without reference or recourse to Allottee/s the said Unit and the car-parking spaces in the manner it deems fit and proper. The Owner/Developer shall be entitled to recover compensation/Interest from the Allottee/s for any delay in execution of the deed of cancellation envisaged herein.

9.1.6. Upon cancellation of this Agreement, Allottee/s shall return to the Owner/Developer all the original documents and receipts in respect of the said Unit and the car parking space/s.

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9.1.7. Notwithstanding what is stated hereinabove the Parties further confirm that any delay or default in the execution/ registration of the deed of cancellation shall not prejudice: (i) the termination of this Agreement; and (ii) the right of the Owner/Developer to forfeit and refund the balance to the Allottee/s after deducting liquidated damages; and (iii) the right of the Owner/Developer to sell/transfer the Unit including the exclusive right to use the Parking Space(s), to any third party, as per its discretion. For the sake of clarity, the interest and/or taxes paid on the Consideration shall not be refunded upon such termination. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the deed of cancellation in the manner aforesaid then this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

9.2. **TERMINATION AT THE INSTANCE OF ALLOTTEE/S:**

9.2.1. Only in the event the Owner/Developer fails to offer possession of the said Unit by Date of Possession as mentioned in **Fifth Schedule** annexed hereto subject to extension if any, as per provision of section 6 of MahaRERA and subject to Force Majeure events, the Allottee/s may:

9.2.1.1. Call upon the Owner/Developer by giving a written notice by Courier / Email / Registered Post at the address provided by the Owner/Developer (**Notice**”), to remedy any default or breach of the terms contained in this

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Agreement within 60 (Sixty) days from receipt of such Notice (“**Allottee/s Termination Notice**”).

9.2.1.2. On the receipt and acceptance of the Allottee/s Termination Notice by the Owner/Developer, and subject to the rights of the Owner/Developer under Applicable Law this Agreement shall stand terminated and cancelled. Within a period of 90 (ninety) days from the date of execution of deed of cancellation of this Agreement and compliance with all other requirements of the Owner/Developer as would be required for effective termination of this Agreement pursuant to the Allottee/s Termination Notice, the Owner/Developer shall give a refund to the Allottee/s in accordance with the provisions of said Act. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the deed of cancellation in the manner aforesaid, then, upon acceptance of the Allottee/s Termination Notice by the Owner/Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

9.2.1.3. On such repayment of the amounts by the Owner/Developer (as stated in clause 9.2.1.2, the Allottee/s shall have no claim of any nature whatsoever against the Owner/Developer and/or the said Unit and/or car park and/or any portion of the said Building, Project Property or said Larger Land and the Owner/Developer

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shall be entitled to deal with and/or dispose off in their absolute discretion without reference or recourse to Allottee/s the said Unit and/or the car park in the manner it deems fit and proper.

9.2.1.4. Upon cancellation of this Agreement, Allottee/s shall return to the Owner/Developer all the original documents and receipts in respect of the said Unit and comply with all other requirements of the Owner/Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the deed of cancellation.

9.2.1.5. The Allottee/s agrees that he/she/it shall accept the aforesaid refund as full and final satisfaction of all his/her/its claim under this Agreement or otherwise.

9.2.2. Termination by Allottee/s prior to receipt of Occupation Certificate:

9.2.2.1. In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Owner/Developer's default, then the Allottee/s shall give a prior written notice of 60 (sixty) working days to the Owner/Developer expressing his/her/its intention to terminate this Agreement ("**Notice**"). Upon receipt of the Notice by the Developer, the termination at the instance of the Allottee/s shall be dealt with in accordance with clause

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9.1 and the Owner/Developer shall be entitled to Liquidated damages as per clause 9.1 and any other amount which may be payable by the Allottee/s to Owner/Developer before such termination.

9.2.2.2. The Allottee/s further agrees and undertakes that on occurrence of such event of termination as provided in clause 9.1, the Allottee/s shall return all documents (in original) with regards to this transaction to the Owner/Developer, comply with all other requirements of the Owner/Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the deed of cancellation. Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the deed of cancellation in the manner aforesaid, then, upon acceptance of the Allottee/s Termination Notice by the Owner/Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties and the Developer shall have rights as stated in clause 9.1 above.

9.2.2.3. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the Unit and/or Parking Space(s) and/or the Layout and/or the Layout Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Owner/Developer in any manner

Owner/Developer	Allottee/s
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whatsoever. Further, upon such termination, the Owner/Developer shall be entitled to deal with the aforementioned Unit and/or Parking Space(s) at its sole discretion without reference or recourse to Allottee/s.

10. **FORCE MAJEURE:**

10.1. Subject to Force Majeure events, the Owner/Developer shall give possession of the Unit to the Allottee/s on or before the Date of Possession subject to extension if any, as per provision of section 6 of MahaRERA. The Owner/ Developer shall not be responsible for any loss/damage suffered by the Allottee/s on account of a Force Majeure event if the Owner/Developer fails or neglects to give possession of the Unit to the Allottee/s on account of Force Majeure events then the Owner/Developer shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Unit with Interest from the date the Owner/Developer received the sum till the date the amounts and Interest thereon is repaid. Provided that the Owner/Developer shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of Force Majeure events.

10.2. For the purpose of this Agreement Force Majeure shall mean

(i) war, civil commotion or act of God ~~and flood,~~

~~10.2 drought, fire, cyclone, earthquakes or any other calamity caused by nature affecting the regular development of the real estate~~

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Owner/Developer	Allottee/s
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~~project~~(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

~~COMMENT:~~

~~“civil commotion or act of God” – These words are as per clause 6 of the Model Agreement.~~

~~“flood, drought, fire, cyclone, earthquakes or any other calamity” – These words are as per Section 6 of the Act.~~

~~“any notice, order, rule, notification of the Government and/or other public or competent authority/court” – These words are as per clause 6 of the Model Agreement.~~

11. OUTGOINGS (MAINTENANCE):

11.1. The Allottee/s of the said Unit shall be liable to bear and pay the proportionate share of Outgoings which will be charged at actuals.

11.2. The Allottee/s shall be liable to pay the proportionate share of Outgoings in respect of the Project Property including but not limited to, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government and all other expenses incidental to the management and maintenance of the Project Property.

11.3. So long as the various units in the said Building shall not be separately assessed by the TMC or any other relevant authority for the purpose of property taxes, water charges and rates, the

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Allottee/s shall pay the proportionate share of the same, plus applicable taxes, assessed on the said Building.

11.4. Post IOP, whether the Allottee/s has taken possession or not, he/she/they is/are liable to pay Outgoings within 7(seven) days of demand raised by the Owner/Developer. The above amounts, unless paid on its respective dates when due, shall attract Interest from the date of the amount becoming due till its actual realization of payment. In case any amounts are not paid, then the Owner/Developer shall be entitled to adjust such arrears along with interest against IFAMSD collected at the time of possession and lying with the Owner/Developer. All taxes due on above amounts at time of billing will be immediately recovered from IFAMSD in case of default by the Allottee/s.

12. **DEFECT LIABILITY:**

12.1. If within a period of 5 (five) years from the date of handing over of the said Unit to the Allottee/s, the Allottee/s bring/s to the notice of the Owner/Developer any structural defect in the said Unit or the said Building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Owner/Developer, compensation for such defect in the manner as provided under the said Act.

(Comment: This clause is as per clause 7.4 of the Model Agreement)

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12.2. It is clarified that the liability of the Owner/Developer to remedy defects, if any, during the period of 5 (five) years from the date of IOP, shall not extend to if:

12.2.1. any such defects have been caused by reason of the default and/or negligence of the Allottee/s and/or any other Allottee/s in the Complex i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Unit;

12.2.2. any such defects, if the same have been caused by reason of any additions and/ or alternations in any of the other units, fittings, pipes, water supply connections or any of the erection (including flooring) in the Toilets/ Kitchen/Unit done by the Allottee/s of the said Unit and/or any other Allottee/s in the said Building, defects other than that to the structure of the said Building caused not due to any act or omission of the Owner/Developer. However, it is further agreed between the Parties hereto that, after the Date of Possession, the Owner/Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee/s and/or any other Allottee/s/ third party in the Project Property or failure of the Allottee/s to maintain Unit in a diligent manner or non-compliance of any Applicable Laws by the Allottee/s; any Force Majeure events; where the manufacture warranty expires and the Allottee/s/ Ultimate Organization/Federation fails to renew the annual maintenance contracts during the defect liability period.

Owner/Developer	Allottee/s
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12.2.3. any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Unit or the fixtures or fittings provided therein or any Force Majeure events.

12.3. In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Relevant Laws, having regard to the nature of defect, then the Owner/Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee/s /Ultimate Organization/Federation the maintenance agency, as the case may be. The Allottee/s hereby agrees to such additional time/extension of time.

12.4. The Allottee/s shall use the said Unit or any part thereof or permit the same to be used only for the permitted user and the car parking space only for the purpose of keeping or parking his/her/its vehicle.

12.5. Provided however, that the Allottee/s shall not carry out any unauthorized/illegal alterations of the whatsoever nature in the said Unit and in specific the structure of the said Building which shall include but not limited to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the

Owner/Developer	Allottee/s
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Owner/Developer, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owner/Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc. The Allottee/s shall be solely responsible at their risk, cost and consequences to rectify/restore any illegal/unauthorized alteration made by Allottee/s. Further if any damage is caused while carrying out any renovation/interior work or mobilization of material/resources to and from the unit/common areas of the building etc. the same has to be made good and restored by the Allottee/s at their cost and expenses.

12.6. That it shall be the responsibility of the Allottee/s to maintain his/her Unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her Unit are regularly filled with white cement/epoxy to prevent water seepage.

12.7. Further where the manufacturer warranty as shown by the Owner/Developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Owner/Developer shall not be responsible for any defects occurring due to the same.

Owner/Developer	Allottee/s
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12.8. That the Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the unit and the common project amenities wherever applicable.

12.9. That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

12.10. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the Unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. **ULTIMATE ORGANIZATION/ FEDERATION:**

Owner/Developer	Allottee/s
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13.1. The Allottee/s along with other purchasers of units in the said Building shall join in forming and registering the Ultimate Organization in respect of the said Building.

13.2. In the absence of local laws, the Ultimate Organization by whatever name called, shall be formed within a period of 3 (three) months of the majority of the allottees(s) having booked their units in the said Building. ~~The Owner/Developer shall submit the application in that behalf to the registrar for registration of~~

~~13.2.~~ 13.3. The Ultimate Organization shall be formed within ~~within~~ 3 (three) months from the date ~~on~~ which fifty-one percent of total number of allottee(s) in the said Building have booked their units. ~~The Owner/Developer shall submit the application to the competent authorities in that behalf to the registrar for registration of for formation of the Ultimate Organization under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder, read with MahaRERA and Rules made thereunder.~~

~~13.3.~~ 13.4. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

~~13.4.~~ 13.5. The Ultimate Organization shall be known by such name as the Owner/Developer may, in its sole discretion, decide for this

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Owner/Developer	Allottee/s
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purpose. The Allottee/s and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization and return the same to the Owner/Developer within 7 (seven) days from receipt thereof so as to enable the Owner/Developer to register the Ultimate Organization. The Complex consists of more than one building, separate ultimate organizations may be formed in respect of each building.

~~13.5.~~13.6. The Owner/Developer will submit an application to the registrar for the registration of the Federation consisting of all such ultimate organizations formed as per clause (i) of sub-rule (1) of rule 9(1)(i) of The Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017, such application shall be made within a period of 3 (three) months from the date of receipt of occupancy certificate of the last of the building which was to be constructed in the Project Property.

~~13.6.~~13.7. The Allottee/s and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Owner/Developer within 7 (seven) days from receipt thereof so as to enable the Owner/Developer to register the Federation.

Owner/Developer	Allottee/s
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~~13.7.~~13.8. The Allottee/s shall be entitled to get a share certificate from the Ultimate Organization, after having cleared all the amounts receivable by the Owner/Developer under this Agreement and having not breached any of the terms hereof.

~~13.8.~~13.9. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Ultimate Organization / Federation, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Owner/Developer for preparing, drafting and approving all such documents, shall be borne and paid by the Allottee/s in proportionate share. If there is any delay or default in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Owner/Developer shall not be responsible or liable for any delay in the formation and registration of the Ultimate Organization / Federation.

~~13.9.~~13.10. Upon formation of the Ultimate Organization, such Ultimate Organization shall be liable besides the Allottee/s and other Allottee/s of different units, for any lien or claim or demand or charge which the Owner/Developer may have in respect of the said Unit hereby agreed to be transferred and other units in the said Building.

~~13.10.~~13.11. Each respective registered Ultimate Organization shall be liable to bear and pay the pro-rata Outgoings as proportionate to UCA, in respect of the said Project Property and

Owner/Developer	Allottee/s
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shall also be responsible to recover the Outgoings (current or default) from individual Allottee/s until the formation of Federation.

~~13.11.~~ 13.12. The Owner/Developer may become a member of any Ultimate Organization formed for any building constructed or to be constructed on the Project Property even though it retains right, title and interest in the unsold Units, car parking and other premises in the said Building and shall be free to deal with and dispose off such premises at its own discretion.

14. **TRANSFER IN FAVOUR OF ULTIMATE ORGANIZATION/ FEDERATION:**

14.1. In case of the said Building in the Project Property, the Owner/Developer shall (subject to his right to dispose of the remaining units, if any) execute the conveyance of the structure of the said Building deed (excluding the ground floor not being part of stilt, Podium, amenities on Podium, top floor and terrace floor) in favour of the Ultimate Organization shall be carried out by the Promoter within 3 (three) months from the date of issue of occupation certificate in respect of the said Building (**“Building Conveyance”**).

~~*{COMMENT: 3 months added as per Rule as per Section 17 read with Rule 9(2)(iii) of The Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 — Also we have added*~~

Owner/Developer	Allottee/s
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~~top floor and terrace since there are common amenities for the layout on top floor and terrace.~~

14.2. Notwithstanding what is stated elsewhere in this Agreement, the Owner/Developer shall execute a Building Conveyance in respect of only the built-up area of the said Building more particularly described *Secondly* in the Third Schedule proportionate to and restricted to the Residential Area of the said Building (except for area of the ground floor not being part of stilt, Podium, amenities on Podium, top floor and terrace floor) along with built up consumed in the said Building for Residential Area subject to the right of the Owner/Developer (i) to dispose off unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. The Building Conveyance shall be subject to full payment as per terms of the Agreement by each unit allottee/s (along with interest thereon) owed by the members of the Ultimate Organization to the Owner/Developer.

14.3. The Developer / Owner shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within 3 (three) months from the date of issue of the

Owner/Developer	Allottee/s
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occupation certificate to the last of the building within the Project Property (“**Federation Conveyance**”).

14.4. The Federation Conveyance shall be subject to payment of full payment as per terms of the unit purchase agreement executed by each unit allottee/s in the Project Property (along with interest thereon) owed by members of the to the Owner/Developer, the Owner/Developer shall execute a Deed of Conveyance in favour of the Federation (“**Federation Conveyance**”) in respect of all of the Owner/Developer’s right, title and interest in the Project Property more particularly described in *Firstly* in the Third Schedule including the ground floor, stilt, Podium, top floor and terrace floor of all buildings constructed on the Project Property including amenities provided on Podium if any / all Federation Common Areas & Amenities and Common Infrastructure of the Project Property/Larger Land including those set out in Part A, C and D of the **Fourth Schedule** annexed hereto. It is hereby clarified that the Federation Conveyance shall exclude the Building Conveyance and the area to be handed over to concerned competent authorities as per sanctioned Layout Plan of the Larger Land and the Federation Conveyance shall also be subject to the right of the Owner/Developer (i) to dispose off unsold units, if any; and receive the entire consideration amount and outstanding dues from the Allottee/s; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Complex / Larger Land; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise.

Owner/Developer	Allottee/s
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14.5. The Allottee/s hereby agree/s and confirm/s that till conveyance of all buildings construed on the Project Property to their respective Ultimate Organization and Project Property to the Federation (as the case may be), the Allottee/s shall continue to pay all the Outgoings as imposed by the concerned Authorities and proportionate charges to the Owner/Developer from time to time.

14.6. Post the conveyance to as contemplated in this Agreement, the Federation shall be responsible for the operation and management and/or supervision of the Project Property and all areas, amenities, facilities and infrastructure conveyed to it as part of Federation Conveyance and the Owner/Developer shall not be responsible for the same.

14.7. It is clarified that all the common areas/amenities in the said Building/said Project Property shall be handed over to the Ultimate Organization/Federation as per terms hereof and shall be used and accessed by the members of the Federation.

14.8. The Allottee/s hereby agrees and undertakes that the Allottee/s, along with other unit holders in the Ultimate Organization, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document for transfer pursuant thereto.

Owner/Developer	Allottee/s
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14.9. It is further clarified that save and except the rights agreed to be conferred upon the Allottee/s and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Allottee/s or the Ultimate Organization or the Federation, in respect of the Unit/said Building/ Project Property/ Larger Land and in this regard, the Allottee/s for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Project Property or any other structure constructed on the Project Property.

14.10. The Owner/Developer hereby agrees that it shall, before execution of said Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Project Property as well as encumbrances and/or claims, if any in/over the Project Property. The Owner/Developer shall, as far as practicable, ensure that at the time of such conveyance in favour of the Federation, the Project Property is free from encumbrances.

15. FACILITY MANAGEMENT COMPANY:

15.1. The Allottee/s is aware and agrees that maintenance and upkeep of the said Building / the said Project Property, the said Larger Land, the Federation Common Areas and Amenities and

Owner/Developer	Allottee/s
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Residential Limited Common Areas and Amenities shall be managed by a facility management company (“FMC”). The FMC will be appointed by the Owner/Developer and such appointment shall continue for a period upto 60 (sixty) months, from the date the last unit in the said Complex is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Allottee/s along with the other purchasers in the Complex shall undertake and cause the Federation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Federation in the event:

15.2.1. the period of FMC’s appointment has not been renewed at least 6 (six) months before expiry thereof; or

15.2.2. the Outgoings as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).

15.3. Notwithstanding anything stated elsewhere in this Agreement, the Federation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination

Owner/Developer	Allottee/s
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has the written consent of 100% (one hundred per cent) of the unit purchasers of the said Building.

15.4. The Allottee/s agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC.

16. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER:**

16.1. The Owner/Developer hereby represents and warrants to the Allottee/s as follows:

16.2. The Owner/Developer is well and sufficiently entitled to the Project Property and also has actual and physical possession of the Project Property for the implementation of the said Building and is carrying out the development upon the Project Property as per the sanctioned plan and approvals;

16.3. There are no encumbrances on the Project Property save and except, the charge created in favour of _____. **(NO CHARGE CREATED AS ON DATE).**

16.4. Prior to the execution of this Agreement, the Owner/Developer has not entered into any Agreement for Sale or any other agreement/arrangement with any person or party with respect to the Unit, in any manner, or done anything that affects the rights of Allottee/s under this Agreement;

Owner/Developer	Allottee/s
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16.5. The Owner/Developer is developing the said Larger Land in phases and construction of the said Building is as a part thereof. The Owner/Developer proposes to develop the said Larger Land in phases based on sanctioned Layout Plan and approvals and any amendments thereto approved from time to time as per Applicable Law/UDCPR.

16.6. The Owner/Developer shall comply with all the terms and conditions laid down in various sanctions/permissions/ NOCs granted by the authorities pertaining to the development and construction of the said Building.

16.7. The Owner/Developer hereby reserve their right to, transfer, mortgage, create charge or third-party interest in the Project Property/said Larger Land and / or any part thereof and/ or the buildings to be constructed thereon (including the said Building) or any part thereof, save and except the Unit agreed to be sold in terms hereof.

17. **IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT:**

17.1. The Owner/Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property/Larger Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of

Owner/Developer	Allottee/s
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Unit(s)/premises in the buildings being constructed on the Project Property/Larger Land (present and future) at all times and the right of access to the Project Property/Larger Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property/Larger Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property/Larger Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Larger Land appurtenant to each and every building to be constructed on the Project Property/Larger Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of Unit(s)/premises in building constructed on the Project Property/Larger Land till such time the Project Property is handed over to the Federation. Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of Unit(s)/premises in the buildings to be constructed on the Project Property. The Allottee/s hereby expressly agrees to the same.

18. **BRAND NAME & BUILDING NAME:**

18.1. It is agreed by the Allottee/s that the name of the Complex “Delta Greenville” or of the individual building may be changed at the

Owner/Developer	Allottee/s
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sole discretion of the Owner/Developer in accordance with the Relevant Laws. It is further agreed by the Allottee/s that the association of the brand name “Delta” (in its registered logo form) or a combination of words with prefix as “Delta” (“**Brand Name**”) shall at all times be subject to the sole control of M/s. Delta Synergy LLP (“**Delta**”). It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless Delta has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Property and the structures constructed thereon. However, it shall be the sole discretion of Delta to associate its name / Brand name with the Ultimate Organization / Federation (which would be formed gradually), on such terms and conditions as may deem fit by Delta. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Delta. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Delta. The Allottee/s and the Ultimate Organization / Federation of the unit purchasers shall not be entitled to change the name of the

Owner/Developer	Allottee/s
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Complex and/or structures / buildings forming part thereof without prior written consent of Delta.

19. OBLIGATIONS/ COVENANTS OF THE ALLOTTEE/S:

19.1. The Allottee/s himself/herself/itself/themselves with intention to bind all persons into whatsoever hands the Unit may come, doth hereby covenant/s with the Owner/Developer as follows:

19.1.1. The said Building shall always be known as “**Cedar**” / “Wing C” or such other name that the Developer/Owner shall designate.

19.1.2. To maintain the said Unit in good tenable repair and condition upon handover of possession and shall not do or suffer to be done any change/alteration/additions in or to the said Building, common areas, or in the said Unit or any part thereof, which may be forbidden/ against the rules, regulations or bye-laws of the concerned local authority or any other 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 and keep the Owner/Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Owner/Developer on account of any complaint or claims being made with regard to the same.

19.2. The Allottee/s shall:

Owner/Developer	Allottee/s
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19.2.1. Abide by all the Applicable Law and shall attend to, answer and be responsible for all actions for violation of any Applicable Law.

19.2.2. Abide by all the regulations as maybe applicable to green buildings as the said Building is proposed as a green building.

19.2.3. Ensure that the Ultimate Organization and Federation shall comply with all the applicable regulations for green building.

19.2.4. Not to demolish or cause to be demolished the said Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit 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 said Building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Unit without the prior written permission of the Owner/Developer and/or the Ultimate Organization;

19.2.5. In case on account of any alterations being carried out by the Allottee/s in the said Unit that cause damage to the adjoining

Owner/Developer	Allottee/s
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Unit or to the Unit situated below or above the said Unit (including any leakage of water and damage to the drains), the Allottee/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/ penalty ordered to be paid under the Applicable Laws by the Owner/Developer and indemnify and keep the Owner/Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Owner/Developer with regard to the same.

19.2.6. Segregate or separate the dry garbage/trash and wet garbage/trash and/or such other category as per the applicable rules and regulations;

19.2.7. Pay to the Owner/Developer within 7 (seven) days of demand by the Owner/Developer his/her/itself share of deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building / said Project Property /said Larger Land.

19.2.8. Bear and pay from the date of IOP, his/her/its/their proportionate share that may be determined by the Owner/Developer from time to time, of Outgoings. Such payment shall be made by the Allottee/s within 7 (seven) days of demand raised by the Owner/Developer.

Owner/Developer	Allottee/s
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19.2.9. Park her/his/its/their vehicle only at the designated place and not elsewhere and shall use the car parking spaces for parking his/their own vehicles only.

19.2.10. Observe and perform all the rules and regulations which the Owner/Developer / Ultimate Organization/Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Owner/Developer hereunder in respect of maintenance of said Unit/ said Building, proposed or future developments and/or the Unit therein and for the observance and performance of the Complex building rules, regulations and by-laws for the time being of the concerned local authority and of the Government and other public bodies.

19.2.11. Observe and perform all the stipulations and conditions laid down by the Ultimate Organization /Federation regarding the occupancy and use of the said Unit, the said Building, the said Project Property and said Larger Land and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

19.2.12. Remove any obstruction or nuisance that may be caused by the Allottee/s in the Unit / said Building/ Project Property/said Larger Land forthwith on being called upon to do so by the Owner/Developer /Ultimate Organization / Federation and in the event the Allottee/s failing to remove the said

Owner/Developer	Allottee/s
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obstruction/nuisance, it may be removed by the Owner/Developer /Ultimate Organization / Federation at the costs and consequences of the concerned Allottee/s.

19.2.13. Ensure that the provisions of this Agreement, any governing rules and regulations and circulars as in force from time to time, or other agreement/s entered or to be entered into by the Owner/Developer with other Allottee/s of other units, in the said Building/ Project Property or other phases, are carried into effect fully by passing appropriate resolution for that purpose and shall also ratify and adopt the same. The Allottee/s hereby agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Owner/Developer may require to be executed to enforce the obligations envisaged in this clause. The failure on the part of the Allottee/s to observe and perform the obligations under this clause when called upon to do so by the Owner/Developer shall entitle the Owner/Developer to terminate this Agreement and the consequences of termination herein provided shall follow.

19.2.14. Give all facilities, assistance and co-operation as may be required by the Owner/Developer /Ultimate Organization / Federation from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or units on the Project Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the right (if any) that may have

Owner/Developer	Allottee/s
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been granted by the Owner/Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Allottee/s shall permit the Owner/Developer and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon said Building/ Unit/ Project Property or any part thereof to view and examine the state and condition thereof.

19.2.15. Observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set out in this Agreement (including in the recitals thereof). If the Allottee/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to Owner/Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Allottee/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Owner/Developer calling upon the Allottee/s to make the said payment and/or comply with the said covenants and stipulations, the Allottee/s shall be liable to pay to the Owner/Developer such compensation as per Applicable Law in the event of non-compliance by the Allottee/s with the said notice the Owner/Developer shall be entitled to proceed against

Owner/Developer	Allottee/s
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the Allottee/s in accordance with the terms of this Agreement and Applicable Law.

19.2.16. Allow the Owner/Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Unit or any part thereof for the purpose of repairing any part of said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for said Building/ said Building and also for the purpose of cutting off the supply of water and other services to the units of any other units, in the said Building.

19.2.17. The Allottee/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Owner/Developer may require for safeguarding the interests of the Owner/Developer and the other Allottee/s of Unit(s) of said Building. The Allottee/s shall ensure that in the event the Allottee/s gives possession of the Unit to any third party by way of lease or License or otherwise with prior written approval from the Owner/Developer, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Owner/Developer may require for safeguarding the interests of the Allottee/s of the Unit(s) of the said Building.

19.3. The Allottee/s shall not:

Owner/Developer	Allottee/s
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19.3.1. Demolish or cause to be demolished the said Unit or any part thereof nor carry out any tenatable modifications therein.

19.3.2. Put up, under any circumstances, any construction or enclose the decks/balcony or common areas or EBVT in the said Unit.

19.3.3. At any time make or cause to be made any addition or alteration in the Unit /elevation and outside colour scheme of the said Building.

19.3.4. The Allottee/s shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Owner/Developer i.e. residential units shall be used for residential use only . No residential unit shall be used for commercial use or use as guest house by whatsoever name.

19.3.5. Enclose the common lobbies, elevation features or chajjas, if any and make them a part of room/hall. The Allottee/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the concerned authority an elevation feature free of FSI and cannot be converted as a habitable area of the Unit. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;

19.3.6. Transfer, charge, or create any third-party rights of any nature whatsoever in respect of the Unit or assign its rights under this Agreement without the prior written consent of the Owner/Developer. Such Transfer, charge or creation of any third-

Owner/Developer	Allottee/s
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party rights shall be subject to payment of resale facilitation fees to Owner/Developer.

19.3.7. Put up or install box grills outside the windows of the Unit or in any other manner do any other act which would in the opinion of the Owner/Developer or the Ultimate Organization as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.

19.3.8. Chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pardis or other structural membrane in the Unit.

19.3.9. Do or permit to be done any act or thing which may render void or voidable any insurance obtained by the Owner/Developer or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Owner/Developer to insure the said Building or Unit agreed to sell to the Allottee/s.

19.3.10. Throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Building and/or the Project Property and/or the said Complex.

19.3.11. Use the residential Unit for any purpose other than a residence and shall not use the Unit for conducting social club, recruitment agency or any other purposes other than residential purpose.

Owner/Developer	Allottee/s
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19.3.12. Keep in the Unit or any other part of the said Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

19.3.13. Not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the Allottee/s' interest or benefit factor of this Agreement or the said Unit or part with the possession of the said Unit or any part thereof until all the dues under each and every head, stated in this Agreement is fully paid together with applicable interest up to date by the Allottee/s and only if the Allottee/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement.

19.3.14. do or omit, suffer or permit to be done any act, deed, matter or thing in relation to said Larger Land including said Building/ Project Property/ or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the any right and entitlement of the Owner/Developer pertaining to the entire Larger Land or which may in any manner cause any damage or injury to the rights and entitlements of the Owner/Developer

Owner/Developer	Allottee/s
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and/or the persons who is holding units, using parking spaces in the said Building or any other buildings to be constructed on the Project Property.

19.4. In the event that Allottee/s obtains a loan from any bank or financial institution for payment of the consideration (or part thereof) in respect of the Unit, the Allottee/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection.

19.5. Any delay or default in disbursement of loan amounts, as and when due, shall constitute a delay in payment from the Allottee/s and will be treated as a breach of the terms of the understanding herein contained.

19.6. The Allottee/s declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Allottee/s understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Allottee/s' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide Owner/Developer with such permissions, approvals, information etc., which would enable the Owner/Developer to

Owner/Developer	Allottee/s
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fulfill the Owner/Developer's obligations under this Agreement to Allottee/s or under any other law as may be required from time to time. Any implications arising out of any default by the Allottee/s shall be the Allottee/s sole responsibility and keep the Owner/Developer fully indemnified against any claims or losses caused to the Owner/Developer for any reason whatsoever in respect thereof. Whenever there is a change in the Allottee/s residential status, subsequent to the execution of these presents, it shall be the Allottee/s' sole responsibility to intimate the Owner/Developer of the same in writing, immediately and comply with all the necessary formalities, if any, under the Applicable Laws. It is agreed, declared and confirmed by the Allottee/s that the Allottee/s shall not hold the Owner/Developer responsible towards any third party making payments / remittance on the Allottee/s' behalf and such third party shall not have any right in the Unit whatsoever.

19.7. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee/s further declare(s) and authorize(s) the Owner/Developer to give personal information of the Allottee/s to any statutory authority as may be

Owner/Developer	Allottee/s
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required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Owner/Developer becomes aware and/or in case the Owner/Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Owner/Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the Unit neither have any claim/demand against the Owner/Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Owner/Developer to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Owner/Developer a no-objection letter from the statutory authorities permitting such refund of the amounts to the Allottee/s. Furthermore, the Allottee/s acknowledge(s) and confirm(s) that the Unit is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 ("Benami Act"). The Allottee/s understand(s) and agree(s) that in the event the Unit is found to be a 'benami property' as defined under the said Act and any proceedings are initiated under the Act against the Owner/Developer or the Unit, the Owner/Developer shall have the right to take appropriate legal action to protect its interests and the interests of bona fide Allottee/s. The Allottee/s shall fully

Owner/Developer	Allottee/s
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cooperate with the Owner/Developer and provide any assistance and documentation as may be required in such proceedings. It is also expressly agreed by the Allottee/s that in the event the Unit is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Owner/Developer shall not be liable to refund any amount paid by the Allottee/s under this Agreement, and the Allottee/s shall have no claim, whatsoever, against the Owner/Developer in respect of such confiscated property.

19.8. All brochures, pamphlets, digital marketing, representations, show Unit, AV, etc. stand merged into this Agreement and Allottee/s shall not make any claim contrary to what has been stated and agreed to herein. This Agreement supersedes all the above and all past documents or writings etc.

19.9. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her/them and no part of the said Building (except the said Unit)/ Project Property/ said Larger Land.

19.10. All the terms, conditions and covenants set out herein shall be binding upon the Ultimate Organization and Federation as well.

19.11. Any subsequent sale of the Unit to any third party shall be:

19.11.1. Only after payment of the entire Consideration and all other amounts due and payable by the Allottee/s to the

Owner/Developer	Allottee/s
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Owner/Developer under this Agreement and after possession of the said Unit has been duly handed over by the Owner/Developer to the Allottee/s.

19.11.2. after obtaining prior written permission of the Owner/Developer.

19.11.3. Subject to Payment of resale facilitation fees of Rs. 400 /- (Rupees Two Hundred only) per sq. ft. + GST to Owner/Developer.

19.12. Above referred clause Nos. 19.11.2 and 19.11.3 are applicable until the handover of management to the Ultimate Organization formed for the said Building.

19.13. The Allottee/s shall indemnify and keep the Owner/Developer indemnified against any costs, charges, expenses, loss, damage, suit or legal proceedings that the Owner/Developer may incur, suffer or may be subjected to as a consequence of non-compliance or failure to adhere to the terms hereof by the Allottee/s and the Allottee/s will also be liable for appropriate action as stated herein or under the Applicable Law, as the case may be, for breach of any of the terms hereof.

19.14. Save and except the rights agreed to be conferred upon the Allottee/s, no other rights are contemplated or intended or agreed to be conferred upon the Allottee/s in respect of the Unit / said Building/ Project Property/said Larger Land and the Allottee/s in his/her/their individual capacity or as a member of the Ultimate Organization shall not claim any such right in respect of the Unit

Owner/Developer	Allottee/s
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/ said Building/ Project Property/said Larger Land. The parties shall always be governed by the provisions of the said Act and the rules and regulations made thereunder.

20. **RIGHTS OF THE OWNER/DEVELOPER:**

20.1. In addition to the right of the Owner/Developer to develop the said Larger Land, the Owner/Developer shall have the right to place/erect hoardings/advertisements/signage on the Larger Land including Project Property and/or any part thereof, and including the terrace of the all Building/s and parapet wall/s, of such nature and in such form as the Owner/Developer may deem fit and the Owner/Developer shall deal with such hoarding spaces at its sole discretion. The Owner/Developer shall not be liable to pay any fees/charges to the Allottee/s in his /her individual capacity nor as member of the Ultimate Organization/Federation for erection of such hoarding(s). The Owner/Developer, its servants or its agents shall have full and free right of way and means of access to such place or places for the purpose of installing/erecting and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signages installed.

20.2. The Owner/Developer at its own discretion may, either by itself and/or its nominees / associates /affiliates may retain some portion in the said Building of the Project Property, for the permissible usage.

Owner/Developer	Allottee/s
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20.3. All unsold units, areas and spaces in the said Building/Project Property, including without limitation, parking spaces and other spaces anywhere else in the said Building and Project Property shall always belong to and remain the property of the Owner/Developer at all times until the same are handed over or conveyed specifically to any Ultimate Organization of the said Building or the Federation by the Owner/Developer, and the Owner/Developer shall continue to remain in overall possession of such unsold units and shall be entitled to enter upon the Project Property and the said Building to complete any unfinished construction work and to provide amenities and facilities as the Owner/Developer may deem necessary.

20.4. The Owner/Developer shall be entitled to sell, transfer, dispose off or otherwise deal with in any manner whatsoever all such unsold units therein, as it deems fit without requiring the NOC/consent of the Ultimate Organization that may be formed of all the Allottee/s of the said Building.

20.5. The Owner/Developer shall be entitled to enter in separate agreements with the Allottee/s of different units in the said Building/Project Property on terms and conditions decided by the Owner/Developer in its sole discretion and the Ultimate Organization shall without any delay or demur admit the new Allottee/s as member(s) of the Ultimate Organization without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Ultimate Organization or any fund maintained by the Ultimate

Owner/Developer	Allottee/s
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Organization. The Allottee/s and/or Ultimate Organization shall not claim any reduction in the consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Owner/Developer shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/fund provided for under the by-laws, rules and regulations or resolutions of the Ultimate Organization.

20.6. In the event the Owner/Developer lets, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay any units not sold in the said Building, it shall not be liable to pay to the Ultimate Organization any amounts/ charges by whatever name called including non-occupancy charges as the units are unsold inventory of the Owner/Developer.

20.7. In respect of the unsold Unit/s, the Owner/Developer shall not pay the maintenance/ outgoings as applicable under the Applicable Law.

20.8. The Owner/Developer shall be entitled to, but not obligated to join as a member of the Ultimate Organization in respect of unsold units.

20.9. The aforesaid clauses are of the essence and the Allottee/s expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Ultimate Organization

Owner/Developer	Allottee/s
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and (b) the inclusion of such clause in the Conveyance to be executed in favour of the Ultimate Organization and Federation.

20.10. All of the rights stated in this clause 20 shall continue to be enjoyed by the Owner/Developer in respect of all future buildings to be developed on the said Larger Land.

21. **OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

Wherever in this Agreement it is stipulated that Allottee/s to make any payment in terms of Allottee/s in his/her proportionate share then in that event, the same shall be in proportion to the UCA of the Unit to the total UCA of all the units in the said Building.

23. **NOTICE:**

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Owner/Developer	Allottee/s
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23.1. All Notices to the Owner/Developer in connection with this Agreement shall be deemed to have been duly served on the Owner/Developer either by way of Courier / E-mail / Registered Post A.D. at the address or email as mentioned in the **Fifth Schedule** annexed hereto.

23.2. All Notices to the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent by Courier / E-mail / Registered Post A. D. at the address or email as mentioned in the **Fifth Schedule** annexed hereto.

24. **GOVERNING LAW:**

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. This Agreement does not contemplate creation of tenancy in favour of the Allottee/s vis a vis the Unit, said Building, Project Property, said Larger Land or any part or portion thereof. The Authority as constituted under the said Act shall have exclusive jurisdiction with respect to matter pertaining to this Agreement, except otherwise provided by law.

25. **STAMP DUTY, REGISTRATION AND OTHER CHARGES:**

Owner/Developer	Allottee/s
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The Stamp duty, Registration, and all other incidental expenses payable in respect of this Agreement shall be borne and paid by the Allottee/s only.

26. **ENTIRE AGREEMENT:**

The Parties agree that this Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement override, supersede, cancel any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations including as regards any sample Unit and warranties made by the Owner/Developer in any documents, brochures, advertisements, hoardings or through any other medium etc. This Agreement shall not be amended or modified except in a writing signed by both the Parties.

27. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/S:**

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

Owner/Developer	Allottee/s
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28. **SEVERABILITY:**

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

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

29. **WAIVER:**

Any delay tolerated or indulgence shown or given by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s to comply with his/her/its/their obligations hereunder, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s, shall not be construed as a waiver on the part of the Owner/Developer, nor shall the same in any manner prejudice the rights of the Owner/Developer.

30. **JOINT ALLOTTEE/S:**

Owner/Developer	Allottee/s
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That in case there are Joint Allottee/s all communications shall be sent by the Owner/Developer to the Allottee/s whose name appears first and at the address given by him/her/it which shall for all intents and purposes be considered as properly served on all the Allottee/s. The rights and liabilities under this Agreement shall be joint and several between the joint Allottee/s.

31. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete upon its execution by the Owner/Developer through its authorized signatory at the Owner/Developer's office, or at some other place, which may be mutually agreed between the Owner/Developer and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Owner/Developer, the same shall be lodged and registered within 7 days from the receipt of notice from Owner/Developer for registering this Agreement at the office of the Sub-Registrar Thane.

32. **DISPUTE RESOLUTION:**

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 the said Act and said Rules.

33. **LIST OF ANNEXURES:**

Owner/Developer	Allottee/s
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Following annexure have been annexed to this Agreement after all the Schedules forming part of this Agreement:

ANNEXURE	PARTICULARS
A	Plan of Entire Land
B	Plan of Larger Land
C	Plan of Project Property
C1	Commencement Certificate
D	RERA Registration Certificate for the building Cedar / Wing C
E	Title Certificate
F-1 to F-5	Property cards
G	Federation Common Area & Amenities and Residential Common Area & Amenities
H	Floor Plan of Unit
I	Bank No-objection certificate (Not Applicable)

IN WITNESS WHEREOF the Owner and the Allottee/s has/have hereunto set and subscribed her/his/their/its hand/s and seal the day and year first hereinabove written.

FIRST SCHEDULE HEREUNDER WRITTEN

(Entire Land)

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Owner/Developer	Allottee/s
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ALL THAT plot of bearing (i) Old Survey No. 71/3, New Survey No. 93/3; CTS No. 259 admeasuring 204.87 Sq. Mts. and CTS No.259/1 admeasuring 2930 Sq. Mts., (ii) Old Survey No. 71/4, New Survey No. 93/4; CTS No. 260 admeasuring 2844.185 Sq. Mts., (iii) Old Survey No. 71/5(part), New Survey No. 93/5A and 93/5B; CTS No. 261 admeasuring 7205.584 Sq. Mts., (iv) Old Survey No. 72/2, New Survey No. 92/2; CTS No. 258 admeasuring 485.262 Sq. Mts. and (v) Old Survey No 70/2; New Survey No 94/2; CTS No 268 (part) admeasuring 24.42 Sq. Mts. and (vi) Old Survey No. 70/2, New Survey No. 94/2; CTS No. 268 (part) admeasuring 3970.32 Sq. Mts. and in aggregate admeasuring 17,664.64 Sq. Mts., all lying being and situate at Village Owale, Registration District Thane within the limits of Thane Municipal Corporation.

SECOND SCHEDULE HEREUNDER WRITTEN

(The Larger Land)

ALL THAT plot of land bearing ((i) Old Survey No. 71/3, New Survey No. 93/3; CTS No. 259/1 admeasuring 2334.96 Sq. Mts., (ii) Old Survey No. 71/4, New Survey No. 93/4; CTS No. 260 admeasuring 2847.54 Sq. Mts., (iii) Old Survey No. 71/5 (part), New Survey No. 93/5A and 93/5B; CTS No. 261 admeasuring 7043.694 Sq. Mts., (iv) Old Survey No. 72/2, New Survey No. 92/2; CTS No. 258 admeasuring 318.512 Sq. Mts., and (v) Old Survey No. 70/2, New Survey No. 94/2; CTS No. 268 admeasuring 1361.83 Sq. Mts. in aggregate admeasuring 13906.54 Sq. Mts. all lying being and situate at Village Owale, Registration District Thane within the limits of Thane Municipal Corporation.

Owner/Developer	Allottee/s
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- i. On and towards North By:- CTS No. 266, 267, 255
- ii. On and towards South By:- CTS No. 368, 367
- iii. On and towards East By:- CTS No. 255, 257
- iv. On and towards West By:- CTS No. 268 (Pt.), 269

THIRD SCHEDULE HEREUNDER WRITTEN

Firstly:

(The Project Property)

ALL THAT plot of land bearing (i) Old Survey No. 71/3, New Survey No. 93/3; CTS No. 259/1 admeasuring 553.35 Sq. Mts., (ii) Old Survey No. 71/4, New Survey No. 93/4; CTS No. 260 admeasuring 1579.81 Sq. Mts., (iii) Old Survey No. 71/5 (part), New Survey No. 93/5A and 93/5B; CTS No. 261 admeasuring 6463.094 Sq. Mts., (iv) Old Survey No. 72/2, New Survey No. 92/2; CTS No. 258 admeasuring 318.512 Sq. Mts., (v) Old Survey No 70/2; New Survey No 94/2; CTS No 268 (part) admeasuring 18.46 Sq. Mts. in aggregate admeasuring 8933.23 Sq. Mts. all lying being and situate at Village Owale, Registration District Thane within the limits of Thane Municipal Corporation.

Secondly:

(The said Building)

A portion of the Project Property, with (1) one building proposed thereon having area admeasuring 19472.74 sq. mts. (built up area) known as “Cedar” / “Wing C” and consisting of (i) ground floor comprising of car parking space/s (ii) 1st to 5th podium level for car parking space/s, (iii) 6th level podium for car parking space/s and amenities, (iv) residential units

Owner/Developer	Allottee/s
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from typical 1st floor (above 6th podium level) to 32nd floor which may further extend upto 46th floors, (v) amenities on the top floor above the typical top most residential floor, (vi) Part amenities and part recreational on terrace floor.

SIGNED AND DELIVERED by the)

withinnamed **OWNER / DEVELOPER**)

M/S. DELTA SYNERGY LLP)

through its signatories)

Mr. _____)

Mr. _____)

authorised vide resolution)

dated __ . __ . 2024)

in the presence of

1.

2.

Owner/Developer	Allottee/s
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SIGNED AND DELIVERED by the)

withinnamed **ALLOTTEE/S**)

_____)

in the presence of

1.

2.

Housiey.com

RECEIPT

RECEIVED the day and year first hereinabove written of and
from the within named Allottee/s a net sum of **Rs. _____/-**

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Owner/Developer	Allottee/s
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(Rupees _____ Only) being the amount of part payment towards purchase of the said Unit together with the car parking space.

WE SAY RECEIVED

For M/s. Delta Synergy LLP

(Authorised Signatory)

Housiey.com

LIST OF SCHEDULES ANNEXED HERETO

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Owner/Developer	Allottee/s

SCHEDULE	PARTICULARS
FOURTH	Nature, extent and description of common areas and facilities.
FIFTH	Unit description, Consideration, Date of Possession etc.
SIXTH	Other charges and Deposits.
SEVENTH	Description of the amenities, fittings and fixtures in the said Unit.
EIGHT	Schedule for payment of instalments of the sale Consideration by the Allottee/s to the Developer

Housiey.com

 DATED THIS ___ DAY OF ___ 2024

Owner/Developer	Allottee/s
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BETWEEN

M/s. Delta Synergy LLP
... **Owner/Developer**

AND

.... **Allottee/s**

AGREEMENT FOR SALE

Primo Legal
Advocates & Solicitors
A-1005, Samartha Aishwarya,
Off New Link Road,
Opp. Highland Park, Oshiwara,
Andheri (West), Mumbai 400 053

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Owner/Developer	Allottee/s
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