

Without Prejudice

AGREEMENT FOR SALE

FOR FLAT NO. ___ - "___" - WING ON THE ___ FLOOR

Rockline Properties

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AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai, on this ____ day of _____ in the Christian Year **Two Thousand and Twenty-Three (2023)**:

BETWEEN

M/S. ROCKLINE PROPERTIES AND DEVELOPERS PRIVATE LIMITED registered under Company Registration Act 2013, through its authorize representative Mr. _____ having its office at G/1, Beach Flat/Unit/Shop , Near Novotel Hotel, Dr. A. B. Nair Road, Juhu, Vile Parle (West), Mumbai-4000056, hereinafter referred to as "**PROMOTERS/DEVELOPERS**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Promoters, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and assigns of the **ONE PART**:

AND

(1) _____, (2) _____, & (3) _____; all Adult/s of Mumbai, Indian Inhabitant/s; having their address at _____; hereinafter called "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; and (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS: -

- A. The plot of land bearing CTS No. 151, 151/1 to 61, (New CTS No. 151B), 151C, 152, 152/1 to 43, 153 (part) and 154 admeasuring about 15632.55 sq. meter** at Village Ghatkopar, Tal Kurla, District Mumbai Suburban in the Registration District of Mumbai Suburban and lying, being and situate at L. B. S. Road, Ghatkopar (West), Mumbai-400 086 and as more particularly described in the **First Schedule** hereunder written and shown as marked in red colour boundary line on the Plan hereto annexed as **Annexure 'A'**(hereinafter referred to as "**the said Property**") and occupied by slum dwellers, was declared as slum by the competent authorities from time to time.
- B.** The said Property was encroached upon and was occupied by approximately 632 (Six Hundred Thirty-Two) slum structures, which were occupied by various slum dwellers (hereinafter referred to as "**the Slum Dwellers**").
- C.** The said Property is a censused slum and the same is developable under the provisions of Regulation 33 (10) and Appendix IV of the Development Control

Regulations for Greater Mumbai, 1991/2034 (hereinafter referred to as "**the DCR**"). The term "**DCR**" wherever the same appears hereinafter shall be deemed to mean the Development Control Regulations for Greater Mumbai, 2034 and any statutory modifications or re-enactment thereof. Any provisions of the DCR as may be referred to herein shall in case of amendment or reenactment of the DCR be deemed to be references to the corresponding provisions (to the extent applicable) of the amended/reenacted DCR.

- D.** The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the MCGM**") has formulated and approved a policy for the redevelopment of Slums (hereinafter referred to as "**The said Policy**") through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) and Appendix IV of the DCR, which has been approved by the Government of Maharashtra. The term "**The said Policy**" wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto from time to time.
- E.** The Developers have already transferred part portion of CTS No. 151, 151/1 to 61 admeasuring 1.5-meter X 1.5-meter exclusively in favor of one M/s. Zen Digital Media LLP by an Agreement For Sale dated 18th April, 2023 for erection, installation, operation, management and maintenance of V-shaped commercial LED Advertisement Hoarding admeasuring 40ft(L) X40ft(H) in size in conformity with the applicable laws governing the said Hoarding.
- F.** The Slum Rehabilitation Authority (hereinafter referred to as "**the SRA**") is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the said Policy in Mumbai.
- G.** The Slum Dwellers occupying the slum structures on the said Property, had in furtherance of their intent to get the said Property redeveloped under the said Policy and in furtherance of their intention of undertaking the redevelopment, decided to form a society known as M/s. Pankeshah Baba (SRA) Cooperative Housing Society Ltd., a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. MUM/SRA/HSG/(TC)/11550/2009 dated 2-01-2009 (hereinafter collectively referred to as "**the Society**").
- H.** By and under Development Agreements both dated _____ made and executed by and between Society of the one part and the Developer of the other part, the said Society granted development rights to and in favour of the Developer in respect of the said Property on the terms and conditions more particularly stated therein (hereinafter referred to as "**the said Development Agreements**"). The Societies also executed two Powers of Attorney both dated _____ in favour of the Developer, thereby conferring various powers and authorities to Developer in respect of the said Property as mentioned therein (hereinafter referred to as "**the said Powers of Attorney**").
- I.** AND By the Virtue of Registered Development Agreement Dated 18th June, 2007 and Power of Attorney dated 18/06/2007 M/s. Pankeshah Baba (SRA) CHS. Ltd, having Reg. No. . at the Sub Registrar's office at Kurla _____, The society M/s. Pankeshah Baba (SRA) CHS Ltd, appointed M/s. Rockline Properties and

Developer as developer for implementation of SRA Scheme on the CTS No. 151, 151/1 to 61, (New CTS No. 151B, 151C), CTS No. 152, 152/1 to 43, CTS No. 153 (part) and CTS No. 154 declared as slum by the competent authorities time to time admeasuring total area 15632.55 sq. meter for benefit to the people under SRA Scheme.

- J.** AND by virtue of Deed of Conveyance dated 10th May, 2009 the Rockline Properties and Developers Pvt. Ltd., acquired and purchased the plot of land bearing CTS No. 151, 151/1 to 61, (New CTS No. 151B, 151C) at Village Ghatkopar, Tal Kurla, District Mumbai Suburban in the Registration District of Mumbai Suburban and lying, being and situate at L. B. S. Road, Ghatkopar (West), Mumbai-400 086 from M/s. Soleri Land Development Private Limited herein Soleri Land Development Private Limited described as "The Vendor" and M/s. Rockline Properties and Developers Private Limited described as the "THE PURCHASER" by registered o. BDR-13-4704/22-6-2009.
- K.** More than 70% of the Eligible Slum Dwellers (as defined hereinafter) have granted their respective consents for appointment of the Developer herein as the developer for undertaking the redevelopment of the said Property. The Developer is thus, validly appointed as the developer in respect of the said Property by the Societies and the Slum Dwellers in accordance with the provisions of Regulation 33 (10) and Appendix IV of the DCR and thus, became entitled to redevelop the same under the said Policy.
- L.** Thus, the Developer became entitled to redevelop the said Property as per the plans and specifications to be sanctioned/approved by the SRA.
- M.** Pursuant thereto the Developer submitted their proposal for redevelopment of the said Property with the SRA. The Chief Executive Officer (CEO) SRA approved the said Scheme and granted Letter of Intent bearing No. SRA/ENG/1786/N/PL/LOI Dated 01st December, 2008 (**said First LOI**) for construction of the composite Building comprising of the Rehab component and the Sale component on the said Property.
- N.** Thereafter, the Developers complied with the terms and conditions of the said LOI and got the Annexure-II and other compliances duly complied by and obtained the initial Intimation of Approval (IOA) dated 20 June, 2009 bearing No. SRA/ENG/2072/N/PL/AP for construction of the Rehab Building No. 1 and initial Intimation of Approval (IOA) dated 20 June, 2009 bearing No. SRA/ENG/2216/N/PL/AP for construction of the Rehab Building No. 2 and same has been amended on 6th January, 2023 on plot bearing CTS No. 151, 151/1 to 61 and portion the said Plot for the benefit of the slum Dwellers/hutment dwellers as more specifically mentioned therein. A copy of the said IOA is hereto annexed as **Annexure- "B-1 to B-3"**;
- O.** Subsequently, the Developers have from time to time amended/revised said First LOI for utilizing the additional FSI available on the said Property and the SRA has issued Revised LOI's on 17th January, 2009, , 23rd June, 2017, 20th January, 2021 and 19th September, 2022 (hereinafter referred to as "the Second LOI", "the Third LOI" "the Fourth LOI" and "the Fifth LOI", respectively) in favour of the Developer setting out the terms and conditions for redevelopment of the said Property. Copies of the First LOI, the Second LOI, Third LOI, the Fourth LOI and

Fifth LOI are annexed hereto and marked as **Annexure 'C-1' to 'C-5'** respectively. The First LOI, the Second LOI, the Third LOI the Fourth LOI and Fifth LOI are hereinafter collectively referred to as "**the said Letters of Intent**").

- P.** Thereafter the Slum Dwellers vacated their respective slum structures on the said Property and the Developer thereafter demolished the said slum structures standing on the said Property.
- Q.** SRA thereupon issued two Commencement Certificates (i) dated 1st July, 2002 bearing number SRA/ENG/2172/N/PL/AP in respect of Rehab Building No. 1 and (ii) dated 1st July, 2002 bearing number SRA/ENG/2216/N/PL/AP in respect of Rehab Building No.2 and thereby permitted the Developer to commence construction of the Proposed Rehab Building. The said Commencement Certificates both dated 1st July, 2009, has been re-endorsed and revalidated from time to time. A copy of the said Commencement Certificates dated 1st July, 2007 are annexed hereto and marked as **Annexures 'D-1 and D-2'**.
- R.** Pursuant thereto, the Developer has from time to time applied to SRA for amendments in the already approved building plans for construction of the Proposed Building to be constructed on the said Property; and such amended plans as submitted by the Developer for approval were approved by the SRA on three occasions and the same were confirmed by the SRA vide its letters dated 24th August, 2011 (hereinafter referred to as "the First Revised Approval Letter"), 22nd January, 2021 (hereinafter referred to as "the Second Revised Approval Letter") and 7th October, 2022 (hereinafter referred to as "the Third Revised Approval Letter"). Copies of the First Revised Approval Letter, the Second Revised Approval Letter and the Third Revised Approval Letter (hereinafter referred to as "the Revised Approval Letters of Sale Components") are annexed hereto and marked as **Annexures 'E1' to 'E3'** respectively.
- S.** Thus, as on date out of the total number of [632 (Six Hundred and Thirty-Two)] slum structures standing on the said Property, [632 (Six Hundred and Thirty-Two)] slum structures] have been presently declared as protected structures under the said Policy; and Slum Dwellers occupying such [509 (Five Hundred & Nine)] slum structures, were declared as being eligible for rehabilitation under the said Policy (hereinafter referred to as "**Eligible Slum Dwellers**"). The Developer has disclosed to the Purchaser/s that it is possible that certain additional slum structures (in addition to the slum structures which are presently declared as protected structures) may hereafter be also declared as protected slum structures and may hereafter be declared as being eligible for rehabilitation and accordingly the number of Eligible Slum Dwellers shall stand increased;
- T.** The Developer hereby represents that in view of increase in the number of the Eligible Slum Dwellers as aforesaid, the net tenement density of the Eligible Slum Dwellers on the said Property shall accordingly increase and accordingly, in view of the applicable provisions of the DCR, the overall FSI that will be consumable on the said Property shall also stand increased and thus, in view of the increase in the constructed Rehab Area (due to the increase in the number of Eligible Slum Dwellers), the quantum of the free sale component to be constructed on the said Property shall also stand proportionally increased. In such an event the Developer shall further apply to the SRA for revision in the approved plans and

for construction of additional floors in the said Project;

- U.** The Developer has also applied to and obtained from the Chief Fire Officer, Mumbai Fire Brigade, the requisite NOC dated 20th August 2009 bearing No. FB/HR/ES/95 of Rehab Building No. 1 and NOC dated 20th August, 2009 bearing No. FB/HR/ES/94 of Rehab Building No. 2, for putting up construction of the Proposed Building being a high-rise building on the said Property, subject to certain terms and conditions as more particularly set out therein. The Copies of the said NOCs both dated 20th August, 2009, are annexed hereto and marked as **Annexure "F and F-1"**.
- V.** The Developer has also applied to and obtained from the Airports Authority of India (Western Region Headquarters), the requisite NOC bearing No. BT/NOCC/CS/MU/09/23 27/06/2012 and the said NOC has been extended on 15th November, 2017 and 7th July, 2021, respectively, by the Airports Authority for height clearance with regard to the proposed development on the said Property, subject to certain terms and conditions as more particularly set out therein. A copy of the said NOC is annexed hereto and marked as **Annexure G'**.
- W.** The said Letters of Intents, Intimation of Approval, Commencement Certificate, the Revised Approval Letters, are herein after collectively referred to as "**the Existing Building Approvals**".
- X.** Thus, as per the Existing Building Approvals, the Developer is at present entitled to develop the said Property by constructing thereon a Composite Building comprising of 3 (Three) Buildings Two Rehab building comprising of "A" and "B" wings out of which, Building No. 1 and 2 of wings A to B are to be approved as wings primarily comprising of the Constructed Rehab Area (**Rehab Component**).
- Y.** The Promoters pursuant to Letter of Intent dated 19th September, 2022 have obtained an approval/sanction of the amended plan under reference IOD No. SRA/ENG/2691/N/PL/AP to commence the development of Sale Component and IOA dated 07/10/2022 for construction of four (4) Wing i.e. Wing "A", Wing "B", Wing "C" and Wing "D" of Residential and Three (3) Wing i.e., Wing "E", "F" and "G" of Commercial building, subject to the terms and conditions as recorded therein (herein referred to as Sale Component).
- Z.** Out of which the Developer has till date completed the construction of the Rehab Building No. 1 Component comprising of Wing A and B consisting of Ground plus 14 upper floors each, and Rehab Building No. 2 Wing B consisting of Ground floor plus 15 ____upper floors. Three Part OC has been obtained by the Developer of Rehab Building No. 1 Wing A dated 24th January, 2013, Rehab Building No. 1 Wing B dated 30th July, 2018 and Rehab Building No. 2 Wing B on 28th September, 2020 bearing No. SR/ENG/2172/N/PL/AP, SRA/ENG/2172/N/PL & STGL & AP and SRA/ENG/2216/N/PL/AP respectively. The rehab portion comprising of Rehab Building No. 1 Wing A, Wing B and Rehab Building No. 2 B Wing and the rehab units in the said Buildings and Wings have been handed over to all eligible (509) tenants.
- AA.** Further, as per the LOI and the revised IOA and the revised CC the Developer is also entitled to construct Sale Component of the said Composite Buildings comprising of A to G Wings out of which Wings A to D are for the Residential

Sale Building having stilt plus 18 upper floors each and Balance Wings F to G are for the Commercial use consisting of Basement, Ground plus 17 Upper floors with tower parking (**said Buildings**) on the portion of the said Property admeasuring _____sq. mtrs. (**Sale Portion**). The Rehab Portion and the Sale Portion are marked by blue colour and red colour, respectively, on the plan is hereto annexed as **Annexure- 'H'**.

- BB.** The development of the said Property undertaken by the Developer and putting up the construction thereon of the Proposed Buildings shall hereinafter be referred to as the "**said Project**". It is clarified that the term "**the Project**", wherever the same appears hereinafter, shall include without limitation, the entire Project of construction on and development of the said Property, as proposed by the Developer, comprising of construction of the Proposed Buildings, the Rehab Wings and the Sale Wings and other structures, as envisaged by the Developer.
- CC.** In addition to the above, it may be possible that certain Transferable Development Rights (hereinafter referred to as "**the TDR**") may be generated in the course of implementation of the Project on the said Property; and in the event of any TDR being so generated by virtue of implementation of the Project of redevelopment on the said Property, the same shall exclusively belong to the Developer and the Developer alone shall be entitled to create third party rights in respect thereof by sale and/or transfer of such TDR to and in favour of any third parties at and for such consideration as the Developer may deem fit and proper without any reference and/or recourse to the Purchaser/s. The Purchaser/s shall not claim any amounts from the Developer with regard to any such TDR or the consideration received or receivable by the Developer on sale/transfer/utilization of such TDR.
- DD.** In the circumstances and in accordance with the Existing Building Approvals, the Developer has presently commenced construction of the said Buildings on the Sale portion of the said Property and shall be constructing the same in accordance with the approved Plans and the plans as may be hereafter approved by the SRA from time to time.
- EE.** The Developer had made an application to the State Level Environment Impact Assessment Authority (hereinafter referred to as the "**SEIAA**") for the requisite permission to implement the construction of the Proposed Building on the said Property in accordance with the requirements of the Environment Impact Notification dated 14th September 2006 issued by the Ministry of Environment and Forests, Government of India. By and under a letter dated 19th March, 2010 two certificate were issued by the SEIAA, Environment Department under the reference no. SEAC-2009/CR-10/TC-2 to the Developer, it is communicated to the Developer that the requisite environment clearance has been granted to the Project of redevelopment for the said Property subject to the conditions as mentioned therein. A copy of the said letter dated 19th March, 2010 is annexed hereto and marked as **Annexure 'I'**. Upon approval of the Proposed Plans by the SRA, the Promoter shall, if required, obtain a revised/amended Environmental Clearance from the concerned authorities.
- FF.** The Developer has informed the Purchaser/s that some of the Slum Dwellers, who are actually eligible for rehabilitation under the said Policy, have been

declared as ineligible by the concerned authorities, due to non-furnishing of the requisite documents before the concerned authorities at the time of preparation of the Annexures II referred to above. Such Slum Dwellers have made necessary applications or shall be making necessary applications to the concerned authorities for declaring them as being eligible for rehabilitation. Further, certain other occupants of slum structures in the vicinity of and at the periphery of the said Property, have also expressed their desire to the Developer to be included in the redevelopment scheme undertaken by the Developer on the said Property; and the Developer is at an advanced stage of negotiations with such slum dwellers for their rehabilitation in the Project. In view thereof, either due to increase in the member of eligible Slum Dwellers or due to addition of other slum dwellers in the redevelopment scheme/Project, the Developer may construct (if approved and permitted by the SRA) additional rehabilitation tenements for rehabilitating such slum dwellers; and consequently, the FSI available for construction of the Proposed Building shall also stand increased. Further, due to the addition of other slum dwellers in the redevelopment scheme, the land area available for construction of the Proposed Rehab Building or the Proposed Building may undergo a change and may be increased. It is presently estimated and reasonably expected by the Developer that due to such addition of other slum dwellers in the redevelopment scheme, certain land area on the East side of the said Property may be vacated by the slum dwellers presently occupying such land area; and the same will be available for future development to the Developer and the Developer shall by utilizing the FSI thereof, construct additional floors on the said Building or construct new wings adjacent to the said Buildings as per the plans that may be approved/sanctioned by SRA. The Purchaser/s understand/s and acknowledge/s that the Project of redevelopment of the said Property as envisaged by the Developer is a much larger Project than presently approved by the SRA; and that the Developer is proposing to undertake the same in phases, depending on negotiations with the other slum dwellers who are not presently to be rehabilitated in the Project and depending on approvals to be applied for and obtained by the Developer and hereby give their consent and agree and undertake that they shall raise no objection to the same.

- GG.** The Developer has entered into an Agreement as prescribed by the Council of Architects by appointing, M/s. Kahaan Archpro Consultants, as an Architect registered with the Council of Architects under No. J/173/LS having license no. 840011871 and have also appointed M/s. SCONS Consulting Structure Engineer as Structural Engineer for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building unless otherwise changed by the Developer. In case of any change in the said Architects and the said Structural Engineer, the Purchaser/s accepts the change in the said appointment and shall not raise any objection for the same.
- HH.** The right and entitlement of the Developer to undertake the redevelopment of the said Property in the manner aforesaid has been set out in the Title Certificate dated 25th November, 2022 issued by the Advocate of the Developer named Advocate Prashant A. Nakati. A copy of the said Title Report is annexed hereto

and marked as **Annexure 'J'**.

- II.** The Developer has registered the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "**RERA**"), with the Maharashtra Real Estate Regulatory Authority, under registration no. **P51800007546**. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project, is annexed hereto and marked as **Annexure 'K'**.
- JJ.** As per the amendment to the Income-tax Act, 1961, the Purchaser/s is/are responsible to deduct TDS at 1% from the total consideration due and payable to the Developer. Thus, the Purchaser/s shall deduct the TDS from the amount under these presents and also from all the installments payable to the Developer and deposit the same with the Income-tax Department within a period prescribed under the Income-tax Act and furnish to the Developer a Certificate of deduction of tax at source in Form No.16B; The payment of the said TDS shall be the responsibility of the Purchaser/s and the Developer shall not be responsible or liable for the nonpayment or breach or for any other matter related to the payment of the TDS by the Purchaser/s to the Statutory Authority.
- KK.** The Purchaser/s has/have approached the Developer for acquiring a residential flat/commercial office/commercial shop in the said Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**The said Unit**"). The said Unit is shown as marked in black colour hatched on the typical floor plan annexed hereto as **Annexure 'L'**. The said Unit forms a part of the Sale Component, which the Developer is entitled to sell to third parties.
- LL.** The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property, including copies of the Annexures II, the Existing Building Approvals, approved Plans, Title Certificate, RERA registration and all other documents annexed hereto or referred to herein; and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to undertake the redevelopment the said Property by construction of the said Building and implementing the Project thereon and to enter into these presents.
- MM.** The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority, orders and the Building Approvals referred to hereinabove and plans sanctioned by the SRA and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**the RERA Rules**") as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**the MOFA Rules**"); and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement,

after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers pertaining to the said Property and the Project.

- NN.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- OO.** In the circumstances and, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained; and the Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing as required under section 13 of the MAHA RERA.

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

1 INTERPRETATION

- 1.1** The contents of the Recitals, Schedules and Annexures to this Agreement form an integral part of this Agreement; and the same are not repeated in the operative part, only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
- 1.2** Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires.
- 1.3** Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- 1.4** Any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule, or Annexure respectively of this Agreement;
- 1.5** Any reference to any enactment is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated, or re-enacted.
- 1.6** Any reference to a statutory provision in a particular statute or legislation shall in case of repeal or re-enactment or amendment of such statute shall be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation; and
- 1.7** Words importing the singular shall include plural and vice versa; and
- 1.8** Words denoting any gender shall include all genders.

2 DEVELOPER TO CONSTRUCT THE SAID BUILDINGS:

- 2.1** The Developer has commenced the construction of the said Composite Buildings presently consisting of 7 (Seven) wings and comprising of such number of floors as recited hereinabove and additional floors as may be approved hereafter to be known as "**Rockline Properties**" on the said Property, in accordance with the plans, designs, specifications already approved by the SRA and any other concerned local authorities and the Proposed Plans which may further hereafter be approved and/or extended by the SRA and any other concerned local authorities (and which sanctioned

plans as well as Proposed Plans have been seen and approved by the Purchaser/s) with only such variations therein as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them **PROVIDED THAT** the Developer shall have to obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the area and location of the said Unit of the Purchaser/s.

3 TRANSACTION:

3.1 In consideration of the aggregate sum of **Rs. _____/- (Rupees _____ Only)** (Less TDS as mentioned in Recital "___" herein above) payable as per the payment schedule mentioned in **Annexure 'M'** hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Developer in the manner set out in **Annexure 'M'** hereto, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Developer the said Unit in the said Building/s being constructed on the Sale portion of the said Property, as more particularly described in the **Second Schedule** hereunder written together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in Part A and Part B respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").

3.2 It is agreed between the Parties hereto that a demand notice forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment as per **Annexure 'M'** hereto. The Developer is not bound to give any further notice or intimation requiring any such payment and failure thereof should not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of Goods and Services Taxes (GST) and Cess and any other similar taxes, which are or may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to the SRA or MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price and the Purchaser/s shall make the payment of the same within ___ days thereof.

- 3.5** The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment of the Purchase Price has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- 3.6** It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'M' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'M' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'M' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'M' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.
- 3.7** The Purchaser/s authorizes the 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 Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object / demand / direct the Developers to adjust their payments in any manner.
- 3.8** In the event of delay or default on the part of the Purchaser/s in making payment of any of the instalments or amounts due and payable under these present, the Developers shall, without prejudice to the other rights available under the Law and under this presents, be entitled to claim interest at the Agreed Interest Rate on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon to the Developers.
- 3.9** If the Developers fail to abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s, the Developers doth hereby agrees to pay to the Purchaser/s, who does not intend to withdraw from the project at the Agreed Interest Rate on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developers, interest at the Agreed Interest Rate on all the delayed payment which becomes due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers.

4 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that:

- 4.1** Time for making the payments of the installments as mentioned in Annexure 'M' is strictly of the essence of this agreement and any delay by the

Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit 10% (Ten Percent) of the total amount of the Purchase Price, as is receivable by the Developer from the Purchaser/s hereunder; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation.

4.2 A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand into or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in Clause [4.1] shall be made (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Unit or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder (as may be payable by the Purchaser/s up to the date of termination) as well as the costs incurred by the Developer in finding a new willing acquirer/ transferee/ purchaser, who may acquire the said Unit (including brokerage charges as may be incurred by the Developer in that behalf).

4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/ nominee/s and/or otherwise in to upon the said Premises in such an event of termination of this Agreement by the Developer **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination as provided under this Clause [4] unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid entitlement of the Developer, the Developer in its sole and absolute discretion (without being obliged or being bound to do so), may, instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest at Agreed Rate of Interest on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof.)

4.4 In the event of any delayed payment being received by the Developer from

the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5 PURCHASER'S RIGHT TO RAISE LOAN AGAINST THE SAID PREMISES: -

- 5.1** The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser/s in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the said Premises in connection with such Loan (which requires the prior written consent of the Developers), the Purchaser/s shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other amounts payable hereunder.
- 5.2** The Parties further agree that the Developers shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser/s. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Flat and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser/s. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Developers shall have a lien on the Unit to which the Purchaser/s has no objection and hereby waives his right to raise any objection in that regard.
- 5.3** The Purchaser/s hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser/s subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining prior written permission of the Developers and/or the relevant banks/financial institutions which have advanced the Loan. The Developers shall not be liable for any of the acts of omission or commission of the Purchaser/s which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser/s to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever.
- 5.4** The Purchaser/s indemnifies and hereby agrees to keep indemnified the Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developers and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the Loan.
- 5.5** The Purchaser/s/Allottee/s shall not be permitted to raise any contention in respect of their failure to pay the installments of the consideration amount on time and on the due dates on the ground that the Purchaser/s/Allottee/s has/have applied for loan to such financial institution, banks, their employers or such other institutions and the same are under process of disbursement or that the said loan application of the Purchaser/s/Allottee/s is/are rejected.

In addition to the above, in the event of the failure of the Purchaser/s/Allottee/s to pay the installment of the consideration amount the Developers shall be entitled to enforce any or all their rights as mentioned herein.

6 DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

- 6.1** The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the SRA and any other concerned local authority at the time of sanctioning the plans or thereafter; and that the Developer shall before handing over possession of the said Unit to the Purchaser/s, obtain from the SRA or MCGM or the other concerned local authority an occupancy certificate or completion certificate or part occupancy certificate in respect of the said Unit.
- 6.2** The Developer hereby declares that the FSI (including Rehab as well as Sale FSI) available at present (as per the Revised LOI) in respect of the Project on the said Property is _____ square meters; and that no part of the said FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement. Nothing contained in this Clause [6.2] shall be deemed to or be construed as a restriction on the entitlement of the Developer to consume any additional FSI or development potential (by whatever name called) on the said Property in the course of development thereof.

7 DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1** The design and dimensions of the said Unit is subject to amendments and changes as may be stipulated by the SRA, MCGM, any other local or planning authority, Government and as per the requirements of the Developer.
- 7.2** The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Building, in accordance with the existing building approvals or such further approvals/ plans as may be approved by SRA hereafter, with such additions and alterations therein (vertical or horizontal), as the Developer may in its sole and absolute discretion deem fit and proper and/or as may be made by the Developer for the purpose of applying for and/or obtaining the approval or sanction of the SRA or any other concerned planning authorities in that behalf as well as for the approval or sanction relating thereto.
- 7.3** The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present) including *inter alia* as set out in the Recitals of this

Agreement, **PROVIDED THAT** the aggregate area/size of the said Unit is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause [7.4] hereof.

7.4 Before the Purchaser/s is/are put in possession of the said Unit, the Developer shall confirm the final carpet area of the said Unit by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Unit up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as "**the Agreed Variation Limits**").

7.5 In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Developer shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/s shall be liable to pay to an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Developer along with the next due installment of the Purchase Price or at the time of the Developer offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts are payable by the Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause [7.5]) then the Developer shall either **(i)** refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or **(ii)** appropriate the same, at the Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without requiring any prior consent from the Purchasers.

8 DESCRIPTION OF INTERNAL AMENITIES:

8.1 It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'N'** hereto (hereinafter referred to as the "**said Internal Amenities**") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.

8.2 It is clarified that the Internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Amenities is handed over by the Developer to the Purchaser/s. Thereafter in case of any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the

respective Internal Amenities (if applicable).

8.3 It is specifically agreed between the Parties that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Unit on the specified date. The Developer shall however make reasonable endeavors to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible.

8.4 The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities Developer may in its discretion provide to the Purchaser/s an option to avail additional internal amenities and/or carry out internal changes.

9 SATISFACTION ON TITLE:

9.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited above hereinabove recited and has/have fully satisfied himself / herself / themselves about the entitlement of the Developer to redevelop the said Property in the manner as set out herein; and to construct/ develop the Project including the construction of the Proposed Building thereon; and to enter into this Agreement and the Purchaser/s shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.

9.2 The Purchaser/s has/have also taken inspection of the existing building approvals, orders and approved plans and undertakings given by the Developer to the SRA and the MCGM and other concerned authorities, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of MOFA, RERA, RERA Rules and the MOFA Rules made there under and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

9.3 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the SRA and other concerned authorities and also the conditions of the undertakings given by the Developer to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Proposed Building is completed; and the Purchaser/s has/have agreed to abide by and

comply with such continuing conditions and obligations after being put in possession of the said Unit.

10 FORMATION OF BODY OF UNIT HOLDERS AND LEASE

10.1 The Developer, in its sole discretion may, only for the sake of convenience of management of the Rehab Component, and the Sale Component (Residential Common Area and Commercial Common Area) in the said project, decide to form a separate body of purchasers/holders of premises in respect of the Rehab Component and a separate body of purchasers/holders of premises respect of the Sale Component of the Proposed Building (hereinafter referred to as "**Individual Legal Entity/Entities**"). As regards the Rehab Component, it is proposed that either of the two Societies already formed by the Slum Dwellers (*as recited above*) shall be such Individual Legal Entity in respect of the Rehab Component or a new Society amalgamating the two Societies shall be formed and the Members of the Two Societies shall be admitted as the Members of such newly formed Society as may be decided by the Developer. Such Individual Legal Entity in respect of the Sale Component i.e., said Buildings may either be a co-operative housing society or a limited company or any association or any other permissible legal entity, as the Developer may consider fit and proper; as and when all the premises in the Sale Component are sold by the Developer; and after the Developer receives the entire purchase price/consideration in respect thereof from all the premises acquirers in each respective wings of the said Building.

10.2 It is clarified that the Developer shall notionally sub divide the said Property into two portions i.e., the Rehab portion (on which Rehab Components are constructed) and Sale Portion (on which Sale components are constructed) and such Individual Legal Entities will be entitled to or claim to be entitled to separate Proposed Transfer in respect of the Rehab Portion and Sale Portion of the said Property respectively and in such an event, the Proposed Transfer will be executed in favour of the Individual Legal Entities for rehab component and sale component respectively.

10.3 After completion of the entire project, viz. completion of construction of the Rehab Component and Sale Component and any other construction that may be approved/sanctioned by the SRA on the said Property and receipt of the full occupancy certificate in respect thereof (including the structures that may hereafter be permitted to be constructed on the said Property); and after exploiting the full available construction/development potential of the entire said Property (including the additional potential that is likely to accrue to the said Property at any time hereafter) in the manner recited above, the Developer shall make the requisite applications to the concerned authorities including the SRA to execute in favour of the such Individual Legal Entities a lease for a period of 30 (Thirty) years, further renewable for another period of 30 (Thirty) years, in respect of the said Property (or the land underneath or appurtenant to the said Building) and the said Building out of the said Property or for any other portion or such other period as may be prescribed under the applicable law in force from time to time. Such lease shall be in accordance with the provisions of the said Policy and the applicable provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "**the Slum Act**") (herein collectively referred to as "**the Proposed Transfer**"). It is hereby clarified that

for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the said documents for the Proposed Transfer is agreed upon as being a date after the expiry of a period of at least 5 (Five) years from the date of receipt of the full occupancy certificate in respect of the last of the wing/s to be constructed on the said Property.

10.4 For the avoidance of doubts, it is clarified that if the concerned authorities (including the SRA) transfers (either by way of lease or otherwise) the said Property to and in favour of the Developer, then the Developer shall assign such lease to and in favour of the said Individual Legal Entities respectively.

10.5 It is clarified that the Developer owner of the CTS No. 151, 151/1 to 61 (New CTS No. 151B) and 151C and Developer is not the owner of the rest of CTS Nos. said Property and does not have or hold the rights to convey or grant the Proposed Transfer in respect of the said Property in favour of the Individual Legal Entities; and accordingly, it is clarified that the only obligation of the Developer in this regard shall be to make the requisite applications to the concerned authorities (including the SRA) for execution of the Proposed Transfer as aforesaid in favour of the Individual Legal Entities (as the case may be) in the manner aforesaid. The proposed lease deed and conveyance or other instrument of transfer in favour of the Individual Legal Entities (as the case may be) shall be in accordance with the provisions of the DCR and the said Policy and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR and the Slum Act, as may be adopted and implemented from time to time by the SRA/Government of Maharashtra. All the costs, charges and expenses, penalties, sales-tax, value added tax, service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instrument for effectuating the Proposed Transfer shall be borne and paid by the Individual Legal Entities (as the case may be); and the Developer shall not be liable to bear and pay any amounts towards the same.

10.6 The Purchaser/s has/have understood the aforesaid scheme as envisaged by the Developer and the Purchaser/s hereby agree/s and undertake/s with the Developer that the Purchaser/s shall not hold the Developer responsible or liable if the concerned authorities do not execute or approve the lease deed for the Proposed Transfer or any other document of transfer in respect of the said Project in favour of Individual Legal Entities accordingly. Moreover, the execution of the documents for effectuating the Proposed Transfer shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

10.7 The Developer hereby agrees that it shall, before execution of Building Conveyance/ Lease Deed contemplated herein, make full and the true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the amalgamated Property. The Promoters shall, as far as practicable, ensure that at the time of such

conveyance in favour of the Ultimate Organization/Federation, the amalgamated Property is free from encumbrances.

10.8 The Developer shall at its discretion be entitled to give/grant right of way/access or other easementary rights to any structures/wings within the said Property or in the vicinity of the said Property or in favour of any other person/s over or through the said Property or any part thereof and the Developer shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be, and all types of agreements and writings, as the Developer may deem fit and proper without there being any claim/recourse/objection from the Purchaser/s, either individually or through the Individual Legal Entity/ies or the Apex Legal Entity, as the case may be, and the Purchaser/s hereby grant/s his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Developer shall be binding on the Purchaser/s and the Individual Legal Entity/ies.

10.9 The Developer shall be entitled to club/amalgamate the slum scheme sanctioned and approved in respect of the said Property with any other slum scheme and/or rehabilitate the slum dwellers of the other scheme buildings proposed to be constructed on the said Property or rehabilitate the eligible Slum Dwellers who are to be provided with premises in the Project to another scheme pursuant to *inter alia* Clause 7.8 of Appendix IV of the DCR. In such an event **(a)** the presently approved Free Sale Area in the Project may reduce if the slum dwellers or project affected persons from another project/scheme are rehabilitated in the Project or in the alternative additional construction towards the Free Sale area may be permitted in the Project; or **(b)** the presently approved Free Sale Area in the Project may increase if the slum dwellers from the Project are rehabilitated in the other scheme/project. The Purchaser/s acknowledge/s and confirm/s do hereby declare, agree and confirm that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation of the slum schemes shall absolutely and exclusively belong to and be available to the Developer; and the Developer shall have good right, full power and absolute and unfettered authority to:

10.9.1 Utilize the FSI for constructing any new and additional structures/wings or floors on the Proposed Building or on any part of the layout of the said Property and/or otherwise howsoever, as the Developer may desire and deem fit and proper and the TDR generated from the same; and

10.9.2 sell/transfer the TDR, if any generated from such scheme/amalgamation/clubbing in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and

10.9.3 sell/alienate the units/flats constructed thereon to third party/ies and appropriate the consideration thereof, without any recourse/ claim from the Purchaser/s either individually or through the Individual Legal Entity/ies.

10.10 The Developer shall be entitled to amalgamate/merge the layout/development of the said Property with any other adjacent property and/or amalgamate/merge the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property along with the

amalgamated plot/s as a single layout/scheme. The Developer shall be entitled to provide access from/through the said Property to such amalgamated plot. The location, area, size and extent of such access shall be as may be decided by the Developer at its absolute discretion. The Purchaser/s shall not raise any objection to or dispute such amalgamation with the said Property by the Developer. It is clarified that the occupants of the premises in the sale component of such amalgamated plot shall be entitled to use the common facilities and amenities provided by the Developer on the said Property and the Purchaser/s herein shall not raise any objection and/or dispute the same.

11 INCIDENTAL RIGHTS OF THE DEVELOPER:

11.1 The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with **(a)** future rights in respect of the said Property, **(b)** the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the Sale Component and as per the plans already submitted and/or to be submitted by the Developer from time to time to the SRA or any other concerned authorities and as per the proposed entire scheme of development); **(c)** various rights that may accrue to and over the said Property in the future including additional development potential as recited above; **(d)** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property; and **(e)** rights to receive the TDR arising out of implementing the Project of redevelopment of the said Property (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**").

11.2 The Incidental Rights include the right to use the said Property as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion.

11.3 The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.

11.4 The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common areas and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such

advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Individual Legal Entity/ies or the Apex Legal Entity.

12 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

12.1 As aforesaid, the Developer shall be constructing the Sale Component and additional structures/wings/floors therein, as stated above, on the said Property and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

12.2 The Developer has already disclosed to the Purchaser/s that the Developer has applied for approval of the Proposed Plans to the SRA and that at present, the Developer proposes to put up construction in accordance with the Proposed Plans and that the Proposed Plans shall further be modified hereafter for vertical extension of the Sale Component. The Purchaser/s has/have completely understood the entire scheme of development undertaken by the Developer on the said Property (as envisaged by the Developer) and the Purchaser/s confirms that the Purchaser/s shall not hereafter object to the same under any circumstances whatsoever and howsoever arising.

12.3 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building (the topmost floor may change due to vertical extension of the Sale Component as envisaged by the Developer), the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises (whether or not the same are approved as common areas). If the terrace above the topmost floor is approved or construction by consumption of FSI, then the Developer shall also be entitled to create third party rights in respect of such terrace above the topmost floor of the Sale Component. In the event if any terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the premises holders in the Sale Building. The Developer may at its sole and absolute discretion, grant a license for exclusive use or maintenance in respect of the terrace/s to the purchaser/occupant of the premises that is abutting (next to) the terrace. The terrace/s if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the SRA and all other concerned planning authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottee/s /transferee/s/ licensee/s.

12.4 It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled to undertake the development of the said Property in a phased manner as the Developer may desire. The Purchaser/s unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge/s that certain

hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.

12.5 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Property may be increased, from what is presently approved, as per the existing building approvals (including inter alia by virtue of the re-enactment of the presently applicable DCR, as per the draft Development Plan 2034, which is already published for objections/suggestions); and thereby the Developer will be able to construct further floors as a part of the Sale Component in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the Purchaser/s has/have no objection and shall not raise any objection to the Developer putting up additional construction on the said Property by increasing the number of floors in the said Buildings or in any other manner whatsoever.

12.6 The Developer shall have full power and absolute authority, if so, permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional floor/s in the Sale Component including inter alia as recited above and such additional building/s/ structure/s/wing/s/ floor/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose of such additional wing/s/floor/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion.

12.7 The Developer shall be entitled to amend/alter/modify the layout plan of the said Property as also construct additional wing/s/floor/s on the said Property or any portion or portions thereof; and the Developer shall be entitled to dispose of the premises in such additional wing/s/floor/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause [12] shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause [12] shall operate as and shall be deemed to be the informed and free consent of the Purchaser/s in accordance with the provisions RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections section 7A of MOFA.

13 COMMON AREAS:

13.1 It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the said Buildings of Sale Component, shall be proportionately entitled to use, occupy and enjoy the common areas and facilities as may be earmarked for use by the occupants of the Sale Component; and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Part A (limited common areas) and Part B (common areas) of the **Third Schedule** hereunder written.

13.2 The Purchaser/s shall not claim use or the entitlement to use any areas in the Sale Component including any areas in the Rehab Wings on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the **Third Schedule**, subject to what is set out

therein.

13.3 Further, as regards the Common Areas, the Purchaser/s hereby irrevocably authorize/s the Developer to earmark specific common areas and facilities in the Sale Component for use by the occupants of each of the wings therein and accordingly, the Purchaser/s confirm/s and acknowledge/s that some of the common areas and facilities which may be earmarked by the Developer for use by occupants of the Sale Component will be used by the occupants of the Sale Component only; and similarly common areas and facilities earmarked by the Developer for use by occupants of the Rehab Component will be used by the occupants of the Rehab Component only, regardless of the fact that the same may have been approved as common areas or facilities for use by all occupants of the Sale Component.

14 RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

14.1 It is clarified that the right of the Purchaser/s is and shall remain restricted to the said Unit agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto as Annexure 'L' and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Property and/or the Sale Component or any other space surrounding the Sale Component or any of them in any manner whatsoever.

14.2 It is further clarified that the Purchaser/s having agreed to acquire the said Unit in one of the said Buildings, are not concerned with the common areas and facilities to be provided therein or for use by the occupants of the other Sale Buildings in any manner whatsoever and howsoever arising; and the Purchaser/s shall not claim any rights or entitlement either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Individual Legal Entity/ies.

14.3 It is further clarified that the Purchaser/s having agreed to acquire the said Unit in one of the said Buildings, are not concerned with the Rehab Wings (and the common areas and facilities to be provided therein or for use by the occupants of the Rehab Wings) in any manner whatsoever and howsoever arising; and the Purchaser/s shall not claim any rights or entitlement either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Individual Legal Entity/ies.

15 NO CHANGE OF USER:

15.1 It is expressly agreed, by and between the Developer and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as a residential flat/commercial office/commercial shop only and it shall be utilized by the Purchaser/s for the purpose for which it is hereby agreed to be sold to the Purchaser/s; and for no other purpose or purposes whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Developer and the concerned authorities.

16 PARKING SPACES:

16.1 For the effective management of parking spaces in the Sale Component and in

order to avoid any later disputes, the Developer shall earmark parking spaces in the Sale Component for exclusive use thereof by certain acquirers of premises in the Sale Component depending on availability. The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Individual Legal Entity in respect of the Sale Wings; and admission of the Purchaser/s thereto, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, the Individual Legal Entity, in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Individual Legal Entity for exclusive use thereof, along with rights of transferability in respect thereof.

16.2 The Developer has presently prepared a tentative allotment plan/chart of the car parking spaces to be enjoyed by the occupants in the Proposed Sale Building and which has been furnished to the Purchaser/s and the Purchaser/s hereby confirm/s that the Purchaser/s have seen and accepted such tentative allotment plan/chart. As per the tentative allotment plan prepared by the Developer, the holder of the said Unit shall be entitled to park ____ vehicle in the Proposed Sale Building at such spaces as may be designated by the Developer including inter alia in the Mechanical Parking system. The Developer shall have the sole authority to change or amend the parking layout or the tentative allotment plan or the Mechanical Parking system at any time hereafter as the Developer may deem fit and proper. The Purchaser/s hereby undertake/s with the Developer that the Purchaser/s shall not be entitled to and shall not claim to be entitled to park his/her/their vehicles at any place other than the designated parking space/s in the Proposed Sale Building and under no circumstances shall the Purchaser/s claim to be entitled to park or park his/her their vehicle/s in any other part of the Property.

16.3 It is clarified that the Developer has not charged the Purchaser/s or received from the Purchaser/s any Purchase Price or consideration for allotment or use of any car parking spaces.

16.4 The Purchaser/s acknowledge/s and understand/s that a majority of the car parking spaces that will be provided for in the Sale Component shall be in the form of an Surface podium parking ,automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are already aware that the Developer, in the approved Plans has construction of a Surface podium parking, automated stack, mechanical pit or tower parking system, which is designated as Wing F of the Sale Component.

16.5 The Purchaser/s is/are aware that such Mechanical Parking involves or may

involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Sale Component other than specifically designated for the parking of the vehicles of the Purchaser/s.

16.6 The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

17 DATE OF POSSESSION OF THE SAID UNIT:

17.1 The Developer agrees to offer to hand over possession of the said Unit to the Purchaser/s on or before **30th December, 2027** or within a period 7 (Seven) days from the date of obtaining Occupation/Occupancy Certificate or part Occupation/ Occupancy Certificate in respect of the said Unit, subject to:

17.1.1 easy availability of cement, steel and other building materials; and

17.1.2 any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

17.1.3 if there are riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Property could be adversely affected; and

17.1.4 any geological, subsurface ground conditions as a result of which construction, development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and

17.1.5 any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Property; and

17.1.6 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Property could be adversely affected; and

17.1.7 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Property could be adversely affected; and

17.1.8 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the SRA, MCGM and any other concerned local authorities for approval

of plans, grant of Occupation/ Occupancy Certificate or part Occupation/ Occupancy Certificate or subject to delay in the grant of water, sewerage, electric, cable connection or any other permissions or approvals for construction of the Proposed Building or any other service or any other cause, beyond the control of the Developer.

17.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause [17.1] and even after extension of the date of possession due to the events as stated in the preceding Clause [17.1], if the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and only in such an event, the Purchaser/s shall at its own discretion be entitled either **(i)** to continue with the arrangement as recorded in this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [17.1] hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative **(ii)** to give notice to the Developer, thereby terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts, that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in, the event of such termination. It is further clarified that in the event if the provisions of this Clause [17.2] are applicable and in such an event, if the Purchaser/s once exercise/s the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

17.3 The refund to be made by the Developer to the Purchaser/s pursuant to Clause [17.2] shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [17.2] hereof. In case of termination by the Purchaser/s as provided in Clause [17.2], upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in the Developer's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause [17.2], in the event if the Developer finds a willing buyer/purchaser to acquire

the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

17.4 Save and except as provided in Clause [17.2] hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause [17.2] hereof, then the consequences of such withdrawal or termination shall be as set out in **Clause [4] hereof.**

17.5 Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [17.2] to [17.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete construction of the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will refund to the Purchaser/s the amounts of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s hereunder without any interest thereon, and thereupon this Agreement shall ipso facto and automatically stand terminated.

17.6 The Purchaser/s shall take possession of the said Unit within a maximum period of One (One) month of the Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation and the obligation of the Purchaser/s to bear and pay the maintenance charges as provided hereinafter shall commence at the expiry of a period of 7 (Seven) days from the date of offer of possession by the Developer **PROVIDED THAT** if within a period of 5 (five) years from the date of offer to hand over possession of the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer, any defect in the said Unit with regard to the material used therein or any unauthorized change in the construction of the Sale Component (and not in respect of any Internal Amenities), then, wherever possible, such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect or change. The obligation of the Developer as set out in the foregoing proviso shall not extend to any Internal Amenities and shall be limited to the construction of the Sale Component only.

17.7 Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit (including the size thereof) and the Internal Amenities provided therein; and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer with regard to any shortfall in size or the construction of the said Unit or the provision of the Internal Amenities therein.

17.8 The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per **Annexure 'M'** hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

17.9 The Developer shall not put the Purchaser/s in possession of the said Unit unless and until:

17.9.1 The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by **Annexure 'M'** hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer, as specified herein.

17.9.2 The Developer has received the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate from the SRA or other concerned authorities in relation to the said Unit.

17.10 After completion of construction of the Proposed Building, the Developer may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Unit at the request of and at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and such permission may or may not be granted entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the said Buildings may not have been received by the Developer from the SRA and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [17.10], the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [17.10] then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. Under no circumstances, shall the Purchaser/s carry out any structural alterations of any nature whatsoever in or around the said Unit. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause [17.10].

17.11 The Purchaser/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit-out Guidelines (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the said Buildings), keep deposited with the Developer such sum as may be decided

by the Developer at the relevant time, as and by way of a security deposit and which amount shall be refunded by the Developer without interest to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit-Out Manuals/Guidelines or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

18 REIMBURSEMENT OF EXPENSES AND MAINTENANCE

18.1 The Purchaser/s agrees and undertakes to also deposit before taking possession of the said Unit an amount calculated @ Rs. 100/- per square feet on carpet area of the said Unit which is more particularly stipulated in the Second Schedule hereunder, which shall constitute the corpus fund (hereinafter referred to as "**the Corpus Fund**") dedicated to maintenance of the common infrastructure and general amenities and facilities and to endure/bear any uncertain and contingent expenses and for recovery of all arrears of dues, outgoings etc., payable by the Purchaser/s to the Developer and its nominee/s or any other concerned authorities as envisaged in this Agreement. The Developer shall be entitled to invest the Corpus Fund in fixed deposits and/or any other investment schemes with Bank for an appropriate term as may be determined by the Developer and the interest received/accrued on the Corpus Fund amount along with the Corpus Fund amount will be utilized by the Developer for the aforesaid purpose. The Corpus Fund amount paid by each Purchaser/s shall be non-refundable to the Purchasers and will always form part of the non-accountable items for the above purpose.

18.2 Over and above the amounts of the Purchase Price, as set out in **Annexure 'M'** hereto and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Unit or within a maximum period of 7 (seven) days from the date of the offer of delivery of possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer the following amounts:

18.2.1 A sum of Rs. 500/- towards acquiring the shares of the Individual Legal Entity (or such other amount as may be demanded by the Individual Legal Entity) and entrance fee of Rs. 100/- (or such other amount as may be demanded by the Individual Legal Entity) for the admission of the Purchaser/s in the Individual Legal Entity (to be formed in respect of the Sale Wings) as member/s thereof;

18.2.2 A sum of Rs. 50,000/- (Rupees Fifty Thousand Only) towards legal charges (Non-Refundable).

18.2.3 A sum of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) for formation and registration of the Individual Legal Entity in respect of the Sale Wings.

18.2.4 A sum of Rs. 50,000/- (Rupees Fifty Thousand Only) towards charges for the water meter and electric meter and costs of electric sub-

station and cables (Non-Refundable).

18.2.5 An amount calculated @ Rs. 500/- per square feet on the carpet area of the said Unit which is more particularly stipulated in the Second Schedule hereunder, towards the proportionate share of development charges (Non-Refundable).

18.2.6 An amount calculated @ Rs. 12/- per sq. ft. per month for 12 months on the carpet area of the said Unit which is more particularly stipulated in the Second Schedule hereunder as a deposit towards estimated and provisional maintenance charges for 12 (Twelve) months in advance.

18.2.7 Balance of tax, service tax/VAT/GST if any applicable towards the items mentioned above and as per this Agreement.

18.2.8 Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

18.3 Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 12 (Twelve) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Developer or the concerned Individual Legal Entity (if the management of the Sale Wings has been handed over by the Developer to the Individual Legal Entity); and the Purchaser/s shall not be entitled to withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Rate of Interest to the Developer for any delay in payment of such outgoings.

18.4 The maintenance charges to be borne by the Purchaser/s as aforesaid would include *inter alia* the following:

18.4.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.

18.4.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, refuge area, common lights and other parts of the Proposed Building used by the premises purchasers in common as aforesaid.

18.4.3 The cost of the salaries of certain workers like clerks, accountant, valet drivers and parking operators, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

18.4.4 The cost of working and maintenance of common lights, water pump,

lifts, common sanitary units, water charges and other services charges.

18.4.5 Premium for insurance of the said Buildings (if and when taken).

18.4.6 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Sale Component including inter alia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.

18.5 The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Developer, the above provisional maintenance does not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).

18.6 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he /she/they is/are admitted as member/s of the Individual Legal Entity, it may take at least 12 (twelve) to 18 (eighteen) months for the Developer/Individual Legal Entity to work out and inform each of the premises occupants of the Sale Wings in the Proposed Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the Developer/Individual Legal Entity is likely to draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the concerned Individual Legal Entity a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the said Individual Legal Entity in order to enable the concerned Individual Legal Entity to work out the exact details and amounts of the maintenance charges payable by him/her/them.

18.7 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the SRA or the MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Unit to the total area of all the new premises in the Proposed

Building.

19 TAXES:

- 19.1** The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'M' hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including but not limited to the Goods and Services Tax. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, there is a liability for payment of Goods and Services Tax on the transaction contained in this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s that all such indirect taxes (by whatever name called and whether applicable now or in future) on the transaction/s hereby recorded and/or contemplated, shall be borne and paid by the Purchaser/s; and that the Developer is not liable to bear and/or pay the same.
- 19.2** The Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for all such indirect taxes (including the Goods and Services Tax) to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.
- 19.3** In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall be solely and exclusively entitled to receive the benefit of such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s.
- 19.4** It is hereby further agreed that in addition to the aforesaid indirect taxes, in the event of any further/additional amount/s becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, goods and services tax or any other tax or charge by whatever name called (including by virtue of increase in the rates of the presently applicable taxes), to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction/s contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.
- 19.5** In the event if the applicable legislation requires the Developer (as the service provider or otherwise) to bear and pay the said amount of indirect taxes, then the Purchaser/s shall reimburse the same forthwith to the Developer on demand. In case of any delay by the Purchaser/s in making payment of such amounts to the Developer the same shall have the effect of non-payment of the Purchase Price amount; and in such an event, all consequences of non-payment of the Purchase Price amount as mentioned in Clause [4] hereof shall apply.

19.6 The Purchaser/s/Allottee/s is required to deduct tax @ 1% from each of the installment payable by them towards the TDS. The Purchaser/s/Allottee/s doth/do hereby irrevocably agree/s and undertake/s:

(i) to deposit 1% TDS (deducted by them with the Income-tax Department in the following month in which the Purchaser/s/ Allottee/s shall deducted the TDS;

(ii) to furnish to the Developers TDS Certificate in Form 16B along with the copy of Challan in Form 26QB;

The Purchaser/s agree/s and confirm/s that until the Purchaser/s comply with the aforesaid obligations and in spite of receipt of the entire consideration, the Developer shall be entitled to withhold the possession of the said Unit.

19.7 The Purchaser/s agree/s and undertake/s to and shall observe, perform and comply with all the terms and conditions and covenants to be observed, performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums as aforesaid, for which the notice period as mentioned in Clause [4] hereof shall apply). If the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the consequences of termination as set out in Clause [4] hereof shall apply.

19.8 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/ allottee/s/ nominee/s and/or otherwise in to upon the said Premises in such an event of termination.

20 ELEVATION OF THE PROPOSED BUILDING:

20.1 The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit neither the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the said Buildings in the Sale Component and shall keep and maintain the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the said Buildings in the Sale Component , including fixing or changing or altering grills, ledges, windows, air conditioners, chajjas etc.

20.2 The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the

Purchaser/s.

21 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 21.1** The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:
- 21.2** To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered to the Purchaser/s and not to do anything or suffer anything to be done in or to the said Buildings in the Sale Component and to the balconies, elevation projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 21.3** Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer are in any manner whatsoever prejudiced/ adversely affected;
- 21.4** Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the said Buildings in the Sale Component;
- 21.5** To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the said Buildings in the Sale Component by any act of the Purchaser/s;
- 21.6** Not to claim any rights including any easements or other similar rights in to or upon the Rehab Wings or the premises or common areas or amenities therein or any other part or portion of the said Property which may have been earmarked as reserved or limited for use by the occupants of the Rehab Wings;
- 21.7** Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the said Buildings in the Sale Component or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage, lifts or any other structure of the said Buildings in the Sale Component. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;
- 21.8** To carry out at his/her/their own cost all the internal repairs to the said Unit

and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);

- 21.9** Not to demolish the said Unit or any part thereof including *interalia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Buildings in the Sale Component and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said Buildings in the Sale Component and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the said Unit or the said Buildings in the Sale Component without the prior written permission of the Developer and/or the or the concerned Individual Legal Entity;
- 21.10** Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the said Buildings in the Sale Component or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- 21.11** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or on the other premises or any portion of the said Property;
- 21.12** To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s;
- 21.13** The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;
- 21.14** The Purchaser/s shall abide by, observe and perform and comply with all the rules, regulations and bye-laws or charter documents of the Individual Legal Entity, as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings in the Sale Component and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the concerned Individual Legal Entity and/or the concerned authority and/or other public authority;
- 21.15** The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the concerned Individual Legal Entity regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses

or other outgoings as may be required to be paid from time to time. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property/ said Buildings in the Sale Component /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s being put in possession of the said Unit;

21.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the said Buildings in the Sale Component in any manner whatsoever;

21.17 The Developer shall provide to the Purchaser/s the water connection in respect to said Unit. The Developer shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Unit;

21.18 The Purchaser/s is/are also aware that the Developer has paid to SRA and other concerned authorities' various premiums towards construction of the staircase, lift lobby, passages, and other areas free of FSI and the Purchaser/s shall not raise any objection with regard thereto;

21.19 The Purchaser/s is/are aware and hereby expressly agrees that the Developer will be developing the said Property and will be constructing buildings thereon in the manner as the Developer may deem fit and proper. The Purchaser/s shall not take any objection to such construction/development either on the ground of nuisance, annoyance and/or any other grounds of any nature whatsoever and/or shall not cause any impediment to the full, free and uninterrupted development of the said Property by creating hindrances or filing any complaints or legal proceedings before any authorities seeking the stalling of such development/construction. The Purchaser/s shall not directly or indirectly do anything to prevent the Developer or any of their nominee/s or transferees from developing and/or carrying out construction of Proposed Buildings on any part of the said Property.

21.20 The Purchaser/s shall not object to the Developer applying for and obtaining part occupancy certificates from the SRA in relation to any part of the said Buildings in the Sale Component for the purpose of granting occupation of certain premises to the acquirers in the said Buildings in the Sale Component.

21.21 As may be required by the Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Purchaser/s hereby grant his/her/their irrevocable consent to the Developer for the same. The Developer may be required to make the requisite applications to the land-owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be

required. The Purchaser/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The Proposed Transfer shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.

21.22 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the said Buildings in the Sale Component including the condoning of open space deficiencies in the course of construction of the Proposed Buildings and the Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and

21.23 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and the undertakings given by the Developer to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the said Buildings in the Sale Component is completed and after the management of the respective wings in the said Buildings in the Sale Component is handed over to the respective Individual Legal Entities; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

21.24 The Purchaser/s is/are aware that the Developer intends to provide superior quality of services and facilities for the residents/occupants of the said Buildings in the Sale Component and for such purpose, the Developer may appoint a professional Facility Management Company (hereinafter referred to as "**the FMC**") for the maintenance of the Proposed Buildings. The Purchaser/s along with the other purchaser/s of the premises in the Proposed Buildings shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed between the Developer and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be in the account of and borne by the purchasers/holders of the premises in the said Buildings in the Sale Component. These common costs shall be shared by all such purchaser/s on pro-rata basis determined by the Developer, which determination shall be binding on the Purchaser/s;

21.25 The Purchaser/s agrees and undertakes to cause the Individual Legal Entity to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser/s along with the other Purchaser/s in the said Buildings in the Sale Component shall undertake and cause the Individual Legal Entity to ratify the appointment of the FMC as aforesaid;

21.26 The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer does not warrant or guarantee the use, performance or

otherwise of these services provided by FMC. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the FMC.

21.27 Any refundable deposit which the Developers shall have to pay to MCGM or any concerned authorities in relation to the development of the said Property in the name of the Developers, the Developers alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Developers to obtain the same, the Purchaser/s and the Organization shall sign all the writings, applications etc. as may be required by the Developers. In the event, any of such deposit is refunded directly to the Purchaser/s or the Individual Legal Entities by such authorities, the Purchaser/s or the Individual Legal Entities shall reimburse the same to the Developers.

21.28 The Purchaser/s shall at no time demand partition of their interest in the said Buildings and/or the said Property. It is hereby agreed and declared by the Purchaser/s that their interest in the said Flat is impartible.

21.29 The Developers shall not be liable to share the maintenance charges, electricity charges in respect of the unsold Flats. The Developers will bear the municipal assessments, if any, payable and nothing else.

21.30 The Developers shall not be responsible for the consequences arising out of change in the law or change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.

21.31 The Developers have informed the Purchaser/s and Purchaser/s confirm/s having knowledge that the Developers shall be selling some of the flats/units to the prospective purchasers being professionals like Advocates, Architects etc. who would use the same as office as per the rules and regulations of Municipal Corporation of Greater Mumbai (MCGM). The Purchaser/s hereby confirm/s that neither he/she/they nor his/her/their successor in title or assigns shall raise any objection for the same. The aforesaid covenant shall be binding on all the Purchasers including Purchaser/s herein and the Individual Legal Entities which will be formed for the said Building and neither such organization nor any of its members shall raise any objection for user of the premises for the office purpose as set out hereinabove.

21.32 The Developers shall always be freely entitled to raise loans, finance and/or other credit facilities from banks, financial institutions, NBFCs and/or any other person/s against the mortgage/ charge of the Developer's unsold units or Flats from its entitlement without recourse to the Purchaser/s and the Purchaser/s hereby consents to the same. In this regard the Developers shall be entitled to sign, execute and register all necessary documents including mortgage deeds and loan agreements against the mortgage/ charge on their respective unsold Premises without the Purchaser/s consent and the Purchaser/s shall not raise any objection to the same and the Developers alone shall be responsible to repay the same.

22 INDEMNITY:

22.1 The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges, and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering into this Agreement and/or any other present/future writings with the Purchaser/s and/or arising therefrom.

23 STAMP DUTY AND REGISTRATION:

23.1 At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out-of-pocket expenses, payable in respect of this Agreement. The Purchaser/s is/are making payment of the full stamp duty on this Agreement as per the provisions of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958. In the event of an assignment of the rights of the Purchaser/s under this Agreement or transfer of the said Premises by the Purchaser/s within a period of 03 (Three) years from the date hereof, the Purchaser/s shall be entitled to an adjustment of the stamp duty paid on this Agreement as against the stamp duty payable on the Agreement for assignment/transfer of the rights of the Purchaser/s under this Agreement or of the said Premises to any third parties as per the provision to Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 or any other provisions of applicable law. The Purchaser/s shall lodge this Agreement for registration with the concerned registration authority within a period of 15 (fifteen) days from the execution hereof, and shall within a period of 30 (thirty) days from the date of execution hereof inform the Developer of the serial number, under which the same is lodged for registration with the date and time of registration by forwarding the photocopies of the receipt issued by the concerned Sub-Registrar; in order to enable the Developer and/or its authorized representative/s to visit/attend the office of the concerned registration authority and to admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

24 TRANSFER OF THE SAID UNIT:

24.1 If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to any person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER** that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions

of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/ assignee/s also.

25 MISCELLANEOUS:

25.1 Co-operation: The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safeguarding the interest of the Developer to the Proposed Buildings and/or the premises therein.

25.2 Name of the Proposed Building: The name of the Proposed Buildings shall at all times remain as "**Rockline Properties**", unless changed by the Developer and the same shall not be changed without the prior written permission or approval of the Developer. The name of the Individual Legal Entity to be formed in respect of the Sale Wings shall commence with the words "**Rockline Properties**" as a prefix and such name will not be changed or altered without the prior written consent of the Developer. The Developer shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the said Buildings in the Sale Component or otherwise in the said Property, placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed (during construction) or that the Proposed Building has been constructed and/or developed (after construction) by the Developer. A permanent illuminated signage/hoarding stating "**Rockline Properties**" **A PROJECT DEVELOPED BY M/s. Rockline Properties and Developer Pvt. Ltd.,** will remain displayed at a prominent place on the said Buildings in the Sale Component or the said Property and access shall be made available to the Developer and its authorised representatives, as and when required by the Developer in order to maintain, repair and replace the signage at the costs of the Developer.

25.3 Notices: All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("**RPAD**") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or by Courier or by email or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer and the respective e-mail addresses of the Parties for the purposes of such:

Developer: - **M/s. Rockline Properties and Developers Pvt Ltd.**

G/1, Beach Apartment, Near Novotel Hotel, Dr. A. B. Nair Road, Juhu, Vile Parle (West), Mumbai-400049.

Email: - rockline.properties@gmail.com

Purchaser: _____

25.4 Income Tax PAN: The Parties are setting out hereunder their respective Income Tax Permanent Account Numbers:

1.1.1 Developer : **M/s. Rockline Properties and Developers Pvt. Ltd**

AADCR3598Q

1.1.2 Purchaser/s : _____

25.5 TDS: all amounts towards the purchase price/Purchase Price as payable by the Purchaser/s to the Developer in accordance with *Annexure 'M'* hereof, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

25.6 Obligations: All obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property viz. the said Unit and the observance, performance, and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.

25.7 Lien and Charge of the Developer: Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

25.8 Dispute Resolution: To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

25.9 Jurisdiction: subject to what is provided in Clause [25.7] the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

25.10 No Demise or Grant or Assignment: The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the Proposed Building and/or otherwise howsoever against the Developer, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said

Property and/or the Proposed Building.

25.11 No Waiver: Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

25.12 Enforceability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

25.13 Entire Agreement: The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supersedes:

25.13.1 All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Purchaser/s and Developer prior to the date of execution of this Agreement, pertaining to the subject matter hereof;

25.13.2 All representations, warranties, commitments, etc. made by the Developer in any documents, brochures, hoarding etc. and/or through on any other medium; and

25.13.3 The Developers shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Developer under this Agreement.

25.14 Headings: The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said property\developable land)

All that piece and parcel of land together with building / structures standing thereon and bearing CTS Nos. 151, 151/1 to 61 (New CTS No. 151B), 151C, 152, 152/1 to 43, 153 (part), 154 admeasuring 15,632.55 Sq. Mtr. lying and being at Village: Ghatkopar, Taluka Kurla District Mumbai Suburban and more particularly described in the Report on Title annexed at Annexure 3

ON OR TOWARDS THE NORTH : CTS No. NO.

ON OR TOWARDS THE SOUTH : CTS No. NO

ON OR TOWARDS THE EAST : CTS No. NO

ON OR TOWARDS THE WEST : CTS No. NO

THE SECOND SCHEDULE OF FLAT/UNIT ABOVE REFERRED TO

ALL THAT PREMISES, being **FLAT NO.** _____ Admeasuring _____ **sq. mtrs. (Rera Carpet) including** balcony area admeasuring _____ **sq. mtrs** on the _____ **FLOOR**, in the **Wing** _____ of sale residential Building **known as "THE MERIDIAN TOWERS"** in the project named as **"Rockline Properties"**, being constructed on the Land of land referred to in the **FIRST SCHEDULE** above written, together with the amenities and all common facilities as provided therein and/or appurtenances thereto, as shown in the **FLOOR PLAN** thereof hereto annexed. (All the areas mentioned herein are indicative and are approximate areas and that the PURCHASER/S herein has/have agreed to buy the said FLAT/UNIT as a whole and not on the basis of the said indicative area) The said project consists of 2 buildings consisting of 7 (Seven) Wings "A" to "D" **Stilt + 18 Floors and Wing E to G Basement, Ground + 17 Floors .**

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

(Nature, extent and description of limited common areas and facilities and common areas and facilities)

PART A-LIMITED COMMON AREAS

1. All common areas and facilities earmarked for use by occupants of the Residential Sale Wing A to D by the Developer will be used by the occupants of the Residential Sale Wing A to D only as earmarked hereto in colour Red, All common area and facilities earmarked for used by Occupants of the Commercial Sale Wing E to G only earmarked hereto in colour Yellow only and similarly common areas and facilities earmarked for use by occupants of the Rehab Wing by the Developer will be used by the occupants of the Rehab Wing only, regardless of the fact that the same may have been approved as common areas or facilities for use by all occupants of the Proposed Building.
2. Separate entry given to both the commercial and residential sale building and common entry shall not be used by them and same is open only in the emergency by MCGM and CFO authority.
3. Parking spaces in accordance with the terms of this Agreement
4. Terrace/s attached with the premises.
5. All the holders of units/premises on each floor will have a proportionate undivided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective units;

PART B - COMMON AREAS

List of common areas and facilities for the Proposed Building

- i. Compound of the said Proposed Building i.e., the open area appurtenant to the built – up area of the said Proposed Building but excluding the car park areas allotted to the purchaser/s;
- ii. Staircase of the said Proposed Building including the landing for the purpose of ingress and egress only and not for the purpose of storage, recreation, residence or sleeping;
- iii. Pump room with pumps, if provided;
- iv. Passage and mid – landings;
- v. Common electricity meters for common lights;
- vi. Elevator/s.
- vii. Drainage, storm water drain, electric sub – station, if constructed, cabin/s for security personnel, water tanks, etc.;
- viii. Meter room, if any.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED

By the within named **Developer:**
M/s. Rockline Properties and Developers Pvt. Ltd.,
 through their duly Authorised Representative,

Mr. Ashish Shashikant Raval

Or

Mr. Hardik Jitendra Raval

in the presence of

- 1.)
- 2.)

SIGNED AND DELIVERED

By the within named Purchaser/s

_____)
 _____)

_____)
 in the presence of)

- 1.)
- 2.)

| Annexure 'M' | |
|---|-------------------|
| The Meridian Towers | |
| Payment Schedule | |
| Particulars | Percentage |
| On Booking | 5.00 |
| On Completion of Plinth | 25.00 |
| On Completion of 1st Slab | 3.00 |
| On Completion of 2nd Slab | 3.00 |
| On Completion of 3rd Slab | 3.00 |
| On Completion of 4th Slab | 3.00 |
| On Completion of 5th Slab | 3.00 |
| On Completion of 6th Slab | 3.00 |
| On Completion of 7th Slab | 3.00 |
| On Completion of 8th Slab | 3.00 |
| On Completion of 9th Slab | 3.00 |
| On Completion of 10th Slab | 3.00 |
| On Completion of 11th Slab | 3.00 |
| On Completion of 12th Slab | 3.00 |
| On Completion of 13th Slab | 3.00 |
| On Completion of 14th Slab | 3.00 |
| On Completion of 15th Slab | 3.00 |
| On Completion of 16th Slab | 3.00 |
| On Completion of 17th Slab | 3.00 |
| On Completion of 18th Slab | 3.00 |
| On Completion of 19th Slab | 3.00 |
| On Completion of Brick and Plaster Work | 5.00 |
| On Completion of Electrical & Plumbing Work | 5.00 |
| On Possession | 3.00 |
| Total | 100.00 |