

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“Agreement”) is made and entered into at Thane on this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian year Two Thousand Twenty \_\_\_\_\_ (20\_\_\_\_),

BETWEEN

**MEXTECH PROPERTY DEVELOPERS LLP** (LLPIN : AAZ-3602) a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 2403, Marathon Futurex, Mafatlal Mills compound, N.M. Joshi Marg, Lower Parel, Mumbai 400013 holding PAN \_\_\_\_\_, hereinafter referred to as the “**Developer**” (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its partners constituting the firm from time to time and its successors-in-business and permitted assigns) of the **FIRST PART**

AND

**FERMENTA BIOTECH LIMITED** (CIN:L99999MH1951PLC008485) (formerly known as *DIL Limited* and prior to that known as *Duphar Interfran Limited* and prior to that known as *Crookes Interfran Limited* and prior to that known as *International Franchises Private Limited*), a company originally incorporated under the provisions of the Indian Companies Act, 1913 and deemed registered under the provisions of the Companies Act, 1956 and 2013 respectively and having its registered office at A-1501, Thane One, DIL Complex, Ghodbunder Road, Majiwade, Thane 400610, Maharashtra, hereinafter referred to as the “**Owner**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**

AND

**MR./MRS/MISS/MASTER/M/S.** \_\_\_\_\_, Adult/s/Minor, Indian inhabitant/s / a partnership firm registered under the Indian Partnership Act, 1932 / a Limited Liability Partnership registered under Limited Liability Partnership Act, 2008 / a Hindu Undivided Family / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his/her/their/its address for the purpose of these presents at \_\_\_\_\_

hereinafter referred to as “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the

partners or partner for the time being of the said firm, in case of a Limited Liability Partnership, the partners or partner for the time being of the said partnership, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/body corporate its successors and permitted assigns) having PAN \_\_\_\_\_ of the **THIRD PART**.

The Developer, Owner and Purchaser shall hereinafter for the sake of brevity individually referred to as the '**Party**' and collectively as the '**Parties**'.

**WHEREAS:**

A. By and under an indenture dated 6<sup>th</sup> June 1959 duly registered with the office of the Sub-Registrar of Assurances at Thane, bearing Serial No. 583 at pages 155 to 176, volume 671 of Book No. J, made between (1) Dr. Cecelia De'Monte, (2) Miss Violletta De'Monte, (3) Earnest De'Monte (for self and as constituted attorney of Dr. Cecelia De'Monte and Miss Violletta De'Monte), (4) Dr. Miss Ursula De'Monte, and (5) Frank De'Monte (Sr.No.1 & 4 also acting as executrices under the will and codicil and probate therefrom in respect of the estate of deceased Loisa Maria), therein referred to as the 'Vendors of the First Part'; and (1) Dr. P. A. Desai, (2) Jaydeep Papers Industries, and (3) Krishna Silicate and Glass Works Ltd., therein referred to as the 'Confirming Parties of the Second Part' and International Franchises Private Limited, therein referred to as the 'Purchaser of the Third Part' and the Owner herein (*now known as Fermenta Biotech Limited*), the Vendors therein with the consent and confirmation of the Confirming Parties therein, sold, transferred, conveyed, and assured unto and in favour of the Purchaser therein (being the Owner herein) all that pieces and parcels of land admeasuring, in aggregate about 9-3-12 (A-G-A) equivalent to 44,013.75 square yards situate, lying, and being at Village Majiwade, Taluka and District Thane, Maharashtra (hereinafter referred to as the said "**Original Property**") for the consideration and on the terms and conditions recorded therein and bearing following land description.

<b>Sr. No.</b>	<b>Survey No./ Hissa No.</b>	<b>Area (A-G-A)</b>
1	154 (part)	0-16-0 out of 5-05-0
2	149 (part)	1-13-0 out of 2-32-0
3	412 (part)	1-02-0 out of 3-11-0
4	146/1	0-1-12
5	414/1 (part)	6-11-0 out of 6-27-00

B. The Owner thereafter from time to time transferred or otherwise disposed of certain area of the said Original Property measuring about 8,480.00 square meters or thereabouts to various entities, including for road widening, and retained unto itself an area measuring about 28,334.00 square meters (“**Retained Property**”) as owner thereof.

C. ‘Non-Agriculture permission’ from the Collector, Thane, permitting industrial use of the Retained Property for construction of factory structures was granted and the Sanad pursuant thereto was also obtained.

D. Pursuant to the aforesaid ‘Non-Agriculture permission’ and in accordance with the sanctioned plans and approvals obtained from time to time by the Owner (*then known as Duphar Interfran Ltd.*) from competent authorities, the Owner (*then known as Duphar Interfran Ltd.*) constructed factory structures on the portion of the Retained Property for its business purpose.

E. In or around the year 2005, pursuant to the sub-division measurement of the said Original Property by Taluka Inspector of Land Records, bearing Du.Re. no. 266/05 dated 29<sup>th</sup> October 2005, read with Tehsildar Letter, bearing Ref. No. Mahsul/Desk-1/Te-3/Hakkanond 7646 S.R.-1398-05, dated 16<sup>th</sup> November 2005, the said Original Property was sub-divided into following *hissa* numbers and accordingly new 7/12 extracts were generated.

Survey No.	Hissa No.	Area (H-R-P)	Owner/occupants
146	1	<b>0-01-80</b>	<b><i>Crookes Interfran Ltd.</i></b>
149	1	0-06-5	Shrivardhan Trust
	2	0-06-78	Krushna Glass Pvt. Ltd.
	3	<b>0-24-00</b>	<b><i>Crookes Interfran Ltd.</i></b>
	4	0-75-84	Krushna Glass Pvt. Ltd.
154	1	1-57-0	Shrivardhan Trust
	2	0-33-0	Krushna Glass Pvt. Ltd.
	3	<b>0-06-0</b>	<b><i>Crookes Interfran Ltd.</i></b>
	4	0-11-0	Krushna Glass Pvt. Ltd.
412	1	<b>0-36-0</b>	<b><i>Crookes Interfran Ltd.</i></b>
	2	0-90-5	Krushna Glass Pvt. Ltd.
414/1	1A	0-40-0	Shrivardhan Trust
	1B	0-13-4	Krushna Glass Pvt. Ltd.
	1C	<b>2-15-54</b>	<b><i>Crookes Interfran Ltd.</i></b>
	1D	0-01-16	P.R. Parekh

F. In or around the year 2007, due to rapid urbanization of the area, the management of the Owner (*then known as DIL Ltd.*) decided to close the factory and shut down its business operations being run from the factory structures standing on the portion of the Retained Property, and instead proposed to develop the Retained Property, including by constructing an IT Park building thereon. Accordingly, the Owner (*then known as DIL Ltd.*) obtained a ‘No Objection’ certificate from the Labour Commissioner, Thane, dated 19<sup>th</sup> November 2007, for development of Retained Property for construction of corporate offices.

G. With intent to develop the Retained Property, the Owner (*then known as DIL Ltd.*) got the layout and building plans sanctioned by the Thane Municipal Corporation (“TMC”) and obtained a Commencement Certificate dated 6<sup>th</sup> March 2012, read with Amended Commencement Certificate dated 18<sup>th</sup> September 2012, read with further Amended Commencement Certificate dated 31<sup>st</sup> December 2015. The Owner (*then known as DIL Ltd.*) constructed an IT / ITES building, known as *Thane One* (“**Existing IT Building**”), consisting of ground plus 16 upper floors, and the Utility Building (“**Utility Building**”) on the portion of Retained Property, by consuming and utilizing 12679.81 square meters built-up area (“**Utilised FSI**”), and the Owner obtained an Occupation Certificate, dated 31<sup>st</sup> December 2015, from the TMC, in respect of the Existing IT Building and Utility Building.

H. As mandated under the commencement certificates referred to above, an area measuring 1,234.00 square meters (as per measurement) and 1,240.00 square meters (as per 7/12 extract) towards 20 meter DP Road was handed over by the Owner to TMC (“**Surrendered Area**”) and consequently, pursuant to the sub-division, measurement of Survey No./Hissa No. 414/1C by the Taluka Inspector of Land Records, bearing No. DIL/Ka.Vi.165/Pot Hissa/Mauje Majiwada/Survey No.414 Hissa No.1/C/Du. Re. No.766/12, dated 28<sup>th</sup> September 2012/1233, read with Tehsildar Letter No. Mahsul/Desk-1/Hakkanond/1/Te-3/Ka.Vi.18756/19095/12, dated 16<sup>th</sup> October 2012, the Survey No./Hissa No.414/1C was sub-divided into the following *Hissa* numbers, and accordingly new 7/12 extracts were generated.

Survey No.	Hissa No.	Area (H-R-P)	Owner/occupants
414/1C	1C/1	0-12-4	Thane Municipal Corporation (20 Meter wide road)
	1C/2	2-03-14	<b>DIL Limited (Owner)</b>

I. Since the Owner has stopped its industrial business operations, closed the factory located thereon, and surrendered the corresponding factory license to the Directorate of Industrial Safety and Health Thane, the said Directorate of Industrial Safety and Health Thane,

pursuant to its letter dated 22<sup>nd</sup> August 2016, deleted the Owner's name (*then known as DIL Ltd.*) from the Factory Register on 10<sup>th</sup> August 2016.

J. In the premises as aforesaid, the Owner is now seized and possessed of, and otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in aggregate 27,100 square meters or thereabouts, together with the Existing IT Building and the Utility Building standing thereon and situate, lying, and being at Village Majiwade, Taluka, and District Thane within the limits of Thane Municipal Corporation, Registration District Thane and bearing the following land description:

<b>Survey No./Hissa No.</b>	<b>Area (Sq. Mtrs.)</b>
146/1	180.00
149/3	2,400.00
154/3	600.00
412/1	3,600.00
414/1/C/2	20,320.00
<b>TOTAL</b>	<b>27,100.00</b>

and more particularly described in the **First Schedule** hereunder written and delineated by a **RED** colour boundary line, on the plan marked as **Annexure "A"** hereto (hereinafter collectively referred to as the "**Larger Property**").

K. The Owner being desirous of developing the balance development potential of the Larger Property was in search of capable developer, for granting development rights on mutually agreed terms.

L. By and under a Development Agreement dated 26<sup>th</sup> July, 2022 (the "**said Development Agreement**") duly registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN12-10742-2022 on 23<sup>rd</sup> August, 2022 made between the Owner and the Developer herein together with the Partners (as defined therein) of the Developer, the Owner has granted in favour of the Developer right to develop the Larger Property in the manner as set out therein by utilising and consuming the Project FSI (as defined therein) to the utmost extent for the consideration and on the terms and conditions more particularly set out therein.

M. Subsequent to the execution of the said Development Agreement, the Owner has executed in favour of the Developer and its Partners a Power of Attorney dated 06<sup>th</sup> August, 2022 for doing and performing all acts, deeds, matters and things as specified therein for development of the Larger Property. The said Power of Attorney is duly registered at the office of Sub-Registrar of Assurances, Thane -12 under Serial No. TNN12/10743 of 2022 on 23<sup>rd</sup> August, 2022 (the "**said Power of Attorney dated 23/08/2022**").

N. By and under First Supplementary Agreement dated \_\_\_\_\_ (the “**said Supplementary Agreement**”) duly registered with the office of the Sub-Registrar of Assurances at Thane - \_\_ under Serial No. TNN/\_/ of 2023 on \_\_\_\_\_ made between the Owner and the Developer herein, the Owner and Developer have *inter-alia* identified and earmarked the Owner’s Premises (as defined therein) and the Developer’s Premises (as defined therein) and modified certain terms of the said Development Agreement in the manner as mentioned therein.

O. Subsequent to the execution of the said Supplementary Agreement, (i) the Owner has executed in favour of the Developer and its Partners a Power of Attorney dated \_\_\_\_\_ duly registered at the office of Sub-Registrar of Assurances, Thane - \_\_ under Serial No. TNN/\_/ of 202\_ on \_\_\_\_\_ (the “**said Power of Attorney dated \_\_\_\_\_**”) for doing and performing all acts, deeds, matters and things as specified therein for sale and transfer of Developer’s Premises and (ii) Developer has executed in favour of the Owner and its authorised signatories a Power of Attorney dated \_\_\_\_\_ duly registered at the office of Sub-Registrar of Assurances, Thane - \_\_ under Serial No. TNN/\_/ of 202\_ on \_\_\_\_\_ (the “**said Power of Attorney dated \_\_\_\_\_**”) for doing and performing all acts, deeds, matters and things as specified therein for sale and transfer of Owner’s Premises.

P. In the circumstances, the Developer is entitled to develop the Larger Property and the Developer and the Owner are entitled to sell, transfer or alienate in any other manner to third parties the Developer’s Premises and Owner’s Premises respectively, on ownership basis and receive and appropriate to themselves the consideration thereof in the manner as provided in the said Development Agreement.

Q. The Larger Property comprises the following:

- (i) Existing IT Building and the Utility Building and earmarked on the land as **Portion-A** and **Portion-C** respectively on the plan marked and annexed as **Annexure “A”** hereto. Pursuant to the said Development Agreement, the Owner has sold on ownership basis, certain IT/ITES units and retained certain IT/ITES units in the Existing Building;
- (ii) A canteen for use by the occupants of Existing IT Building, and which canteen is proposed to be demolished and replaced with the Parking Lot and Open Canteen (“**Parking Lot and Open Canteen**”), exclusively for the occupants of Existing IT Building, upon the land located in the area earmarked as **Portion-B** on the plan marked and annexed as **Annexure “A”** hereto;

- (iii) Existing IT Building ancillary structures i.e. Utility Building (as mentioned above) and porta cabin/security cabin (collectively “said **Existing IT Building Amenities**”) standing on the portion of the Larger Property located in the area earmarked as **Portion-C** on the plan marked and annexed as **Annexure “A”** hereto;
- (iv) A 12 metre common access road including footpath, storm water drain and motorable path, which is located in the area earmarked as **Portion-C** of the plan marked as **Annexure “A”** hereto (“**said 12 MT Common Access Road**”). It is clarified that the said 12 MT Common Access Road shall be for common use by the Existing IT Building and the buildings being/to be developed by the Developer for the purpose of ingress and egress to and from the said respective buildings;
- (v) the portion of the Larger Property admeasuring about 2836.26 square meters and located in the area earmarked as **Portion-E** on the plan marked and annexed as **Annexure “A”** is the area to be handed over to the TMC as amenity (“**TMC Amenities Area**”). By and under Deed of Transfer dated 01/11/2023 duly registered on 12/12/2023 with the office of the Sub-Registrar of Assurances, Thane – 12 under serial no. 17338/2023 made between the Owner and TMC, the Owner has transferred and conveyed all that portion of land admeasuring 2836.26 square meters out of Survey No. 414/1/C2 forming part of the Larger Property more particularly described in the **Second Schedule** hereunder written in favor of TMC for public amenity in lieu of compensation by way of transfer of development rights or additional floor space index and on the terms and conditions contained therein;
- (vi) the portion of the Larger Property located in the area earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto upon which the development of the Whole Project (as defined below) shall be undertaken by the Developer by utilising and consuming the balance development potential of the Larger Property in accordance with the terms of the said Development Agreement;
- (vii) an area included in the Larger Property, admeasuring about 1,562 square meters, that is part of the areas earmarked as **Portion-A** and **Portion-C** on the plan marked and annexed as **Annexure “A”** hereto is not in the Owner’s possession (“**Area not in Possession**”).

R. The Larger Property excluding TMC Amenities Area admeasures 24263.74 square meters and is more particularly described in the **Third Schedule** hereunder written and shown

on the plan by a **GREEN** colour boundary line, on the plan marked as **Annexure “B”** (hereinafter referred to as the “**Property**”) which Property shall be conveyed to the Federation (as defined below) in the manner as mentioned hereinbelow.

S. The Developer has informed the Purchaser that subject to plans sanctioned/approved and as may be sanctioned/approved by TMC from time to time, the Developer shall develop the Larger Property by utilising the maximum development potential, present and future (as mentioned below in Clause 4.1) for mixed use (residential and commercial) in a phased manner and all the phases shall together constitute “**Whole Project**”. It is clarified that the Developer shall be entitled to make any amendment, change or modification in the layout of the Whole Project in any manner whatsoever as specified hereinbelow.

T. The Whole Project will comprise of **3 (three) residential buildings** i.e. Building No. 3, Building No. 4, Building No. 5 (collectively “**Residential Buildings**”) and **1 (one) commercial building** i.e. Building No. 2 (“**Commercial Building**”) together with Club House, other structures, amenities and services as specified in this Agreement. Building No. 2 is presently proposed to consist of Lower Ground plus Ground plus 3 (three) level Podium plus 40 (forty) upper floors, Building No. 3 is presently proposed to consist of Lower Ground plus Ground plus 3 (three) level Podium plus 40 (forty) upper floors, Building No. 4 is presently proposed to consist of Lower Ground plus Ground plus 3 (three) level Podium plus 41 (forty one) upper floors and Building No. 5 is presently proposed to consist of Basement plus Lower Ground plus Ground plus 3 (three) level Podium plus 15 upper floors. The Developer has expressly informed and the Purchaser is aware that the Developer at its discretion may reduce the number of floors in the Residential Buildings or construct such number of upper floors in the Residential Buildings and Commercial Building as may be sanctioned and/or amended hereafter by TMC and/or concerned authorities from time to time, however the upper floors will not exceed 45 upper floors in the Residential Buildings and not exceed 23 upper floors in the Commercial Building. The Purchaser hereby grant/s his/her/their informed permission for the same.

U. The Developer at present is undertaking development and construction of a phase comprising one (1) residential/commercial building viz. **Building No. \_\_\_\_** more particularly described in the **Fourth Schedule** hereunder written (“**Project/Building**”) which Building is identified and delineated with hatched **RED color thick boundary line** on the plan annexed hereto as **Annexure “E”**. The Developer is/will be constructing other buildings comprised in the Whole Project as separate phase/s and register as real estate project/s under the provisions of RERA (as defined below).

V. TMC has sanctioned the plans (“**Layout Plan**”) and issued Commencement Certificate (“**CC**”) bearing V.P. No. S04/0192/23(2007/87) TMC/TDD/32 dated 13/02/2024 *inter-*

*alia* in respect of the Building on the terms and conditions set out therein, and the Developer shall obtain the balance approvals from TMC and other concerned authorities from time to time. The Layout Plan and CC are annexed hereto as **Annexure “C”** and **Annexure “D”** respectively.

- W. The common areas, facilities and amenities that may be usable by all purchasers of the Project including the Purchaser are mentioned in the **Sixth Schedule** hereunder written (“**Project/Building Amenities**”). However, the purchasers of premises of the other buildings comprised in the Whole Project shall not be entitled to use the Project/Building Amenities. Similarly, the purchasers of premises of the Building including the Purchaser shall not be entitled to use the common areas, facilities and amenities that may be constructed specifically for the purchasers of the other buildings comprised in the Whole Project.
- X. The common areas, facilities and amenities that may be usable by all purchasers of Residential Buildings including the Purchaser are mentioned in the **Seventh Schedule** hereunder written (“**Residential Buildings Amenities**”). However, the purchasers of Commercial Building shall not be entitled to use the Residential Buildings Amenities. It is clarified that the Residential Buildings Amenities will be constructed in a phased manner and may not become available upon the date of delivery of the Premises (as defined below). Therefore, the date of delivery of Residential Buildings Amenities will differ from the date of delivery of Premises (as defined below) and the Purchaser agree/s and confirm/s that the Purchaser shall not raise any objection, claim etc. or take out any legal action or proceedings before any court of law or other statutory authority in respect of the same.
- Y. The common areas, facilities and amenities that may be usable by all the purchasers in the Whole Project including the Purchaser are mentioned in the **Eighth Schedule** hereunder written (“**Whole Project Amenities**”). It is clarified that the Whole Project Amenities will be constructed in a phased manner and may and may not become available upon the date of delivery of the Premises (as defined below). Therefore, the date of delivery of Whole Project Amenities will differ from the date of delivery of the Premises (as defined below) in the Building and the Purchaser agree/s and confirm/s that the Purchaser shall not raise any objection, claim etc. or take out any legal action or proceedings before any court of law in respect of the same.
- Z. The Purchaser is/are aware that the Developer shall be entitled to make any variations, amendments or deletions (from time to time) to the scheme of development of the Larger Property and/or the Layout Plan in such manner as the Developer may deem fit so as to utilise the maximum development potential, present and future (as mentioned below in Clause 4.1) and/or for better planning and more useful & beneficial development and/or

statutory requirement. The Purchaser hereby agree/s to the same and understand/s that in carrying out such variations, amendments or deletions, the Developer may increase or decrease the floors of any of the building/s in the Whole Project, change the location of any of the building/s in the Whole Project, construct additional wing/s to the Building or any other building/s in the Whole Project and the said approval shall for all purposes be considered as the Purchaser's approval under Section 14 and other provisions of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder and any amendment thereof ("RERA") provided the carpet area of the Premises (as defined below) is not reduced.

AA. The Developer shall be entitled to relocate/realign service and utility connections and lines, sewage treatment plans, overhead/underground tanks, pumps, said 12 MT Common Access Road, open spaces, parking spaces, recreation ground or areas and all or any other areas, common amenities and facilities, as the Developer may deem fit or if the same is required by the TMC. The Purchaser hereby agree/s to the same and the said approval shall for all purposes be considered as the Purchaser's approval under Section 14 and other provisions of RERA.

BB. The Developer has availed construction loan from \_\_\_\_\_ ("Bank") in respect of the Whole Project vide Deed of Mortgage dated \_\_\_\_\_ registered with the office of the Sub Registrar of Assurances, Thane - \_\_\_\_\_ under serial no. \_\_\_\_\_ on the terms and conditions mentioned therein.

CC. The Developer has registered the Building/Project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. \_\_\_\_\_. A copy of the RERA Registration Certificate is annexed hereto as **Annexure "F"**.

DD. The Developer is the Promoter and the Owner being the owner of the Larger Property is a Co-Promoter of the Project under the provisions of RERA.

EE. The copy of the 7/12 extracts in respect of the Larger Property is annexed hereto as **Annexure "G" (Colly)**.

FF. A copy of the Title Certificate issued by G. K. Jagiasi & Co. Advocates and Consultants, is annexed hereto as **Annexure "H"**.

GG. The Developer has commenced construction of the Project in accordance with the sanctioned Layout Plan, proposed plans and approvals and permissions as referred hereinabove and in accordance with the terms, conditions, stipulations and restrictions laid down by the TMC and competent authorities. Further, the requisite approvals and

sanctions for the development of the Whole Project from the competent authorities will be obtained from time to time by the Developer.

HH. The Developer has appointed an Architect, Ms. Suvarna Ghosh, registered with the Council of Architects as its Architect and appointed Mahimtura Consultants Pvt. Ltd. as Structural Engineer for the preparation of the structural design and drawings of the Whole Project including the Project and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Whole Project. However, the Developer shall have a right to terminate their services and also to appoint another professional in place of the Architect and Structural Engineer at its discretion and the Purchaser hereby confirm/s that he/she/they/it shall not have any objection to the same.

II. The Purchaser has/have demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents for title relating to the Larger Property including the Certificate of Title, all the approvals and sanctions of all relevant authorities issued till date for the development of the Whole Project including the said Development Agreement, Layout Plan, proposed plans, building plan/s, floor plan/s etc. and such other documents as are specified under RERA and the Purchaser confirm/s that he/she/they/it has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid documents in respect of the Larger Property and the Whole Project including the Project. The Purchaser has/have satisfied himself/herself/themselves/itself with all the aforesaid documents and the title of the Larger Property and the rights of the Developer to develop the Larger Property and has/have agreed not to raise any requisitions on or objection of any manner whatsoever to the same.

JJ. After fully understanding and acquainting himself/herself/themselves/itself of the development of the Larger Property as specified in this Agreement and taking independent legal advice in respect of this Agreement, the Purchaser has/have applied and the Developer has agreed to sell a **residential flat/commercial unit** bearing no. \_\_\_\_ on the \_\_\_\_ floor having Carpet Area admeasuring \_\_\_\_ sq. meters equivalent to \_\_\_\_ sq. feet together with the right to use Exclusive balcony (as defined below) admeasuring \_\_\_\_ sq. meters equivalent to \_\_\_\_ sq. feet ("said **“Flat”/”Unit”** as applicable) in the Building along with \_\_\_\_ (\_\_\_\_) surface/tandem/mechanical stack Car Parking Space bearing no/s. \_\_\_\_ & \_\_\_\_ at basement/lower ground/ground/\_\_\_\_ podium level ("Car Parking Space/s") of the Whole Project and more particularly described in the **Fifth Schedule** hereunder written (hereinafter said Flat/Unit and Car Parking Space/s are referred to as the "**Premises**") for an aggregate price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("**Sale Consideration**").

KK. For the purposes of this Agreement, (i) **Carpet Area** means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for or verandah area and exclusive open terrace area appurtenant to the said Flat but includes the area covered by the internal partition walls of the Flat and (ii) **Exclusive balcony** means the area of the balcony appurtenant and attached to the said Flat/Unit and accessible only from the Flat/Unit for exclusive use of the Purchaser.

LL. The Premises agreed to be sold under this Agreement forms part of Developer's Premises and as such Developer is entitled to allot, sell, transfer and/or deal with the Premises and to enter into Agreement for Sale and receive and appropriate to itself the consideration monies in accordance with the said Development agreement read with said Supplementary Agreement.

MM. The Developer has agreed to sell to the Purchaser the Premises on the basis of carpet area only and the Sale Consideration is agreed between the Developer and the Purchaser on the basis of the carpet area of the Premises.

NN. The Bank has granted a No-Objection Certificate dated \_\_\_\_\_ towards the sale of the Premises. The copy of No-Objection Certificate dated \_\_\_\_\_ is annexed hereto as Annexure "I".

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

PP. Under section 13 of RERA, the Developer is required to execute a written Agreement i.e. for sale of Premises with the Purchaser, i.e. this Agreement and also to register this Agreement under the provisions of Registration Act, 1908.

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

**1. INTERPRETATION**

- 1.1. Words of any gender are deemed to include those of the other gender.
- 1.2. Words using the singular or plural number also include the plural or singular number, respectively.

- 1.3. The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivatives or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case maybe.
- 1.4. Reference to a person includes a reference to a firm, company, association or other entity.
- 1.5. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.

## **2. INTEGRAL PART OF THE AGREEMENT**

- 2.1. The Recitals, Annexures and Schedules in and to this Agreement shall form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the sale of the Premises and development of the Larger Property, this Agreement shall be read and construed in its entirety.

## **3. CONSTRUCTION**

- 3.1. The Developer shall be constructing the Whole Project including the Project on portion of the Larger Property located in the area earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto in accordance with the Layout Plan presently approved by TMC and as may be amended from time to time by the Developer.
- 3.2. The Purchaser confirm/s that the Developer shall be entitled to make any variations, amendments or deletions (from time to time) to the Whole Project as mentioned above in Recital T, Z and AA.
- 3.3. The Developer shall obtain prior consent in writing of the Purchaser only in respect of any major alteration or addition or variations or modifications which may adversely affect the Premises of the Purchaser. Such consent shall not be required if any alteration or addition is required by any Government authorities or due to change in law.

## **4. DEVELOPMENT POTENTIAL**

- 4.1. The Developer shall be developing the Whole Project in phases by utilizing and consuming the Floor Space Index (“FSI”) to be availed by way of unutilized basic FSI of the Larger Property and/or by availing of Transferable Development Rights (“TDR”) and/or FSI/TDR/development rights (“DR”) in respect of the Surrendered Area and/or fungible, ancillary, special, incentive, compensatory FSI and/or FSI available on payment of premiums and/or handover of TMC Amenities Area and/or FSI available as incentive FSI by implementing various scheme/s as mentioned in the Unified Development Control and Promotion Regulations (“UDCPR”) and/or any scheme of

the State Government including any FSI generated due to Transit Oriented Development (“TOD”) policy and/or by availing DR and/or increase in FSI by whatever name called which may be become available on account of revisions in the UDCPR in the future, and that the Purchaser expressly agree/s that the Purchaser shall not have or claim any right, benefits or interest whatsoever in respect thereof.

- 4.2. The Developer proposes to utilise/consume the FSI/development potential of 113216 square meters in the Whole Project in a phase wise manner in accordance with the sanctioned Layout Plan subject to amendments/revisions from time to time. Out of the said development potential, 35590.48 square meters of FSI have been sanctioned by TMC and 77625.52 square meters of FSI have been proposed but not sanctioned. The proposed FSI of 77625.52 square meters include an FSI of approximate 20000 square meters which may get generated due to TOD policy. The Developer has informed and the Purchaser is aware that it is the sole discretion of the Developer to obtain and consume the FSI which may be generated due to the TOD policy. The Purchaser hereby confirm/s that upon the sanction of the said proposed FSI of 77625.52 square meters, the Developer shall be entitled to utilise/consume the FSI in the Whole Project in phases and in such manner as the Developer may deem fit. The Purchaser understand/s the aforesaid and shall not raise any objection to the same and the Purchaser hereby approves and authorize/s the Developer to use the proposed FSI.
  
- 4.3. The Purchaser is aware that the FSI of \_\_\_ square meters has been sanctioned for the Building/Project and FSI of \_\_\_ square meters has been proposed to be utilized in the Building/Project.
  
- 4.4. If the proposed FSI for whatever reasons is not utilized fully by the Developer in the Project and/or Whole Project, the same shall not be construed as breach of commitment and the Purchaser shall not be entitled to raise any objection or have any claim against the Developer in respect thereof.
  
- 4.5. The Developer has informed and the Purchaser is/are aware that the development potential sanctioned or that may be sanctioned in respect of the Larger Property shall be used disproportionately anywhere within the layout of the Whole Project as per the sanctioned Layout Plan with amendments/revisions from time to time. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings to be constructed on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto as the Developer may deem fit and the Purchaser is/are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building in the Whole Project.

4.6. The FSI/development potential including any unutilized / residual FSI, proposed FSI and FSI, by whatever name or form is increased in respect of the Whole Project and/or Larger Property shall always be available to and shall always be for the benefit of the Developer and belong to the Developer until the development as contemplated by the Developer in this Agreement is completed and the Property is transferred to the Federation (as defined below) to be formed in respect of the buildings (comprising in the Whole Project) and Existing IT Building. The Developer shall have the absolute right to deal / use the development potential including any unutilized / residual FSI, proposed FSI and FSI, by whatever name or form is increased as it may deem fit, without any objection/interference or claim from the Purchaser and the Association/s (as defined below) to be formed of purchasers of the Building and/or Federation (as defined below).

4.7. It is also agreed by the Purchaser that even after the formation of the Association (as defined below), the Developer shall continue to retain full right and authority to develop the Whole Project including the Project by utilising the FSI as mentioned hereinabove. The Purchaser agree/s not to challenge or dispute the development either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

## 5. PREMISES AND SALE CONSIDERATION

5.1. The Purchaser hereby agree/s to purchase from the Developer and the Developer hereby agree/s to sell to the Purchaser the Premises more particularly described in the **Fifth Schedule** hereunder written and as shown in the floor plan thereof annexed hereto and marked as **Annexure “J”** for the Sale Consideration amount of Rs. \_\_\_\_\_/ (Rupees \_\_\_\_\_ Only) to be paid by the Purchaser/s to the Developer in the manner mentioned hereinbelow.

5.2. In addition to the Sale Consideration, the Purchaser agrees and expressly undertakes to pay to the Developer, amounts as specified in Clause 12 of this Agreement.

5.3. The Sale Consideration of the Premises is inclusive of the proportionate price for the Common Areas and Facilities including the Building Amenities, Residential Building Amenities and Whole Project Amenities.

5.4. The Sale Consideration above excludes Taxes (consisting of tax paid or payable by way of value added tax, service tax, goods and service tax (“GST”) and cess and/or any other similar taxes, duties etc. which may be levied (by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies), in connection with the construction of and carrying out the Whole Project and/or with respect to the Premises and/or Larger Property and/or this Agreement. The aforesaid taxes are to be paid or borne by the Purchaser immediately on demand and the Developer

shall not be liable to bear and pay the same or any part thereof. In case of any delay, the Purchaser alone shall be liable for interest and/or penalty which may be levied by the concerned authorities.

5.5. The Purchaser is/are aware that the Purchaser has/have to deduct the applicable tax deduction at source (“TDS”) on each instalment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Purchaser shall deposit TDS with the Income Tax Department within 7 (seven) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Developer so as to enable the Developer to give credit to the Purchaser for the same. The Purchaser agree/s and undertake/s that if the Purchaser fail/s and/or neglect/s to deduct the TDS or fails to pay the same after deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations / liability for non-payment of such TDS.

5.6. The Purchaser has/have paid before the execution of this Agreement a sum Rs. \_\_\_\_\_/- (i.e. 10% of the Sale Consideration) and hereby agrees to pay to Developer the balance (90%) amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner (“Payment Schedule”):

Sr. No. No.	Milestone	Percentage (%)	Amount (In Rupees)
1	On execution but before registration of this Agreement	10	
2	On completion of the Plinth	25	
3	On completion of slabs	25	
4	On Completion of Brickwork	10	
5	On Completion of Internal Plaster & External Plaster	10	
6	On Completion of Plumbing, Electrical fittings	10	
7	On Completion of Flooring/Tile Work, Door & Window Frames	5	
8	On receipt of full/part occupancy certificate	5	

5.7. The Purchaser shall make the payments as stipulated hereinabove along with applicable taxes strictly within seven (7) days of the Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding

upon the Purchaser and the Purchaser agree/s not to dispute the same. The Purchaser hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser as per the Payment Schedule, and the Purchaser shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement in respect of the said payment/s.

5.8. In the event that any of the payment cheque/s is/are not honoured for any reason whatsoever, then without prejudice to other rights available to the Developer as per this Agreement and/or as per law, the Developer shall charge the cheque bounce charges as applicable to the Purchaser and the Purchaser shall be required to pay the same. Thereafter, the Developer may at its discretion not accept any cheques from the Purchaser and the Purchaser shall be required to make subsequent payments through RTGS/NEFT only.

5.9. The Purchaser authorize/s the Developer to adjust/appropriate all payments made by Purchaser under any head/s of dues against outstanding if any, as per the provisions of this Agreement in his/her/their/its name as the Developer may in its sole discretion deem fit and the Purchaser undertake/s not to object/demand/direct the Developer to adjust his/her/their/its payments in any manner.

5.10. The Purchaser shall deposit the payments to be made under this Agreement to the Developer's designated bank account/s.

5.11. The Purchaser is/are aware that any payment by way of cash deposit or from any third party to the designated bank account of the Developer shall not be considered as a valid payment by the Purchaser and the payment to that extent shall continue to appear as outstanding payment against the Premises.

5.12. The Sale Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), TMC, authorities, Government ("Authorities") from time to time and/or any statutory charges/payments including but not limited to development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in such charges, duties etc. imposed by the Authorities, the Developer shall enclose the notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

5.13. Upon the request of the Purchaser for making early payments of the Sale Consideration payable by him/her/them, the Developer may at its sole discretion offer a rebate to the Purchaser for the period by which the respective instalment of Sale Consideration will be preponed. It is clarified that the foregoing rebate is subject to the Purchaser complying with all its obligations under this Agreement and only if mutually agreed upon between the Parties in writing. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Purchaser further understand/s and agree/s that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Purchaser under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser.

5.14. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 5.1 of this Agreement.

## 6. INTERNAL AMENITIES

6.1. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Developer in the Premises are set out in Annexure “K”, annexed hereto (“Internal Amenities”). The Purchaser has/have satisfied himself/herself/themselves/itself about the Internal Amenities to be provided and shall not make any objection in respect thereof.

6.2. For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, and/or for any other reasons beyond the control of the Developer, any of the amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted and/or materials or items of a similar nature, and/or similar priced materials or items may be provided without any approval of the Purchaser in

order to enable the Developer to offer possession of the Premises on the stipulated date. The Developer shall make reasonable efforts to ensure that such substitutes and/or alternatives are similar to the Internal Amenities as hereunder agreed, in quality and quantity. The Purchaser agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such change/substitution.

6.3. The Purchaser is/are aware and accept/s that Internal Amenities to be provided within the Premises are procured by the Developer from third party vendors/suppliers and that the Developer shall not be responsible for repair or replacement of the same. The Internal Amenities may be under warranty and the Purchaser 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).

## 7. CAR PARKING

7.1. The car parking spaces on the lower ground, ground and podium/s of the Whole Project that are exclusive for purchasers of the premises in the Residential Buildings are earmarked and identified by **RED color thick boundary line** on the plan annexed and marked as **Annexure “L”** hereto (“**Car Parking Spaces for Residential Buildings**”). The purchasers of premises in the Commercial Building shall not be entitled to use or access the Car Parking Spaces for Residential Buildings.

7.1.1. Similarly, the car parking spaces in basement and on lower ground, ground and podium/s of the Whole Project that are exclusive for purchasers of the premises in the Commercial Building are earmarked and identified by **BLUE color thick boundary line** on the plan annexed and marked as **Annexure “M”** hereto (“**Car Parking Spaces for Commercial Building**”). The purchasers of premises in the Residential Buildings shall not be entitled to use or access the Car Parking Spaces for Commercial Building.

7.1.2. The Purchaser expressly agree/s to the aforesaid earmarking and identification of car parking spaces and shall not cause any hindrance or obstruction of whatsoever nature towards the identification of the same.

7.2. The car parking space/s if allotted to the Purchaser under this Agreement shall be either surface parking and/or tandem parking and/or mechanical stack parking.

7.3. Any un-allotted car parking spaces in the Whole Project forming part of the Developer’s Premises shall continue to remain the property of the Developer and the Developer at its discretion shall be entitled to allot such un-allotted car parking spaces in the Whole Project. Similarly, any un-allotted car parking spaces in the Whole Project forming part of the Owner’s Premises shall continue to remain the property of the Owner and the

Owner at its discretion shall be entitled to allot such un-allotted car parking spaces in the Whole Project.

7.4. It is clarified that the right to use the car parking space is co-extensive and co-terminus with this Agreement.

## 8. TIME IS OF ESSENCE

8.1. The Developer shall abide by the time schedule for handing over the Premises to the Purchaser after receiving the occupancy certificate in respect thereof. Similarly, the Purchaser shall make timely payments of the instalment as per the Payment Schedule and other dues payable by him/her/them and shall meet all other obligations under this Agreement.

## 9. PURPOSE

9.1. The Purchaser shall use the residential flat or any part thereof or permit the same to be used only for purpose of residence and shall use the commercial unit or any part thereof or permit the same to be used only for purpose of commercial activities as permissible by law and in accordance with the applicable laws.

9.2. The Purchaser shall use the Car Parking Space/s only for purpose of keeping or parking vehicle.

## 10. COMPLETION DATE

10.1. The Developer shall complete the construction of the Premises on or before \_\_\_\_\_, 202\_\_\_\_\_ (“Completion Date”). Provided however, that the Developer shall be entitled to extension of time for giving delivery of the Premises on the Completion Date, if the completion of the Premises is delayed on account of any or all of the following factors:

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

## 11. POSSESSION

11.1. The Developer shall inform the Purchaser in writing that the Premises is ready for use and occupation within seven (7) days from the date of receipt of part/full occupancy certificate of the Building. It is clarified that possession of the Premises shall be handed over by the Developer to the Purchaser only upon the Purchaser making payments of all amounts under this Agreement including but not limited to the Sale Consideration, Other Charges (as defined below), Outgoings (as defined below), GST and all other amounts, charges, taxes, duties etc. due and payable in terms of this Agreement. Subject to the

same, the Purchaser is liable to take the possession of the Premises within fifteen (15) days from the date of issue of the aforesaid notice by the Developer (“**Delivery Date**”).

- 11.1.1. The Purchaser agree/s and undertake/s that the Purchaser shall not refuse to take possession of the Premises on the ground of there being any defect in the Premises by reason of workmanship or otherwise and the Purchaser is/are aware and approve/s that in any such event, the provisions of defect liability period as mentioned below in Clause 22 shall be applicable and be binding upon the Parties. The Purchaser/s expressly undertakes not to deny taking possession of the Premises upon any such ground or otherwise.
- 11.2. Additionally, at the time of handover of possession of the Premises, the Purchaser shall execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Developer and/or its advocates.
- 11.3. In case the Purchaser fail/s to take possession within the time provided in sub clause 11.1 such Purchaser shall be deemed to have been fully satisfied in all respects concerning construction, specifications and all other work relating to the Premises and Building and the Purchaser agree/s and confirm/s that the Purchaser shall thereafter not have or make any claim/s against the Developer with respect to any item of work alleged not to have been carried out or completed. Further, during such period of delay, the Premises shall remain locked at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition etc. The Purchaser confirm/s to not raise any dispute in respect thereof under any circumstances whatsoever.
- 11.4. Irrespective of whether the Purchaser take/s or fail/s to take possession of the Premises within the time provided in sub clause 11.1 above, such Purchaser shall continue to be liable to pay maintenance charges and all other outgoings with respect to the Premises and/or Property and/or Project/Whole Project, as applicable and as mentioned in this Agreement.

## **12. OTHER CHARGES**

- 12.1. The Purchaser hereby agree/s and undertake/s that the Purchaser shall, in addition to the Sale Consideration pay to the Developer, before taking the possession of the Premises the amounts as mentioned hereunder (“**Other Charges**”):

Sr. No.	Particulars	2BHK having Carpet Area approx. 44.44 square meters	2BHK having carpet area approx. 68.50 square meters	3 BHK
1.	Utility connection charges & deposits, Legal charges, Development Charges, Infrastructure Charges			
2.	Share money and Entrance fees			
3.	Association formation charges			
4.	Provisional common area maintenance (“CAM”) charges for 18 (eighteen) months			

12.1.1. The Purchaser shall be liable to pay the GST or any other tax as may be applicable in respect of the Other Charges.

12.2. The Developer is not liable to render accounts in respect of the Other Charges and shall be entitled to retain and/or appropriate the amounts to its account except for the CAM charges for which the Developer shall render accounts and shall utilize the amounts for the purposes for which they have been received.

### 13. OUTGOINGS

13.1. The Purchaser agree/s to pay from the Delivery Date irrespective of whether the Purchaser has/have taken possession of the Premises or not for any reason whatsoever, his/her/their/its proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the Property and Project and Whole Project namely all local taxes, betterment charges or such other levies by the concerned local authority and/or Government and/or sub-station and cable cost, common water charges, common electricity charges, infrastructure facilities and amenities, common areas, insurance, service charges, salaries of all staff including managers, security, collectors, sweepers etc. and all other expenses necessary and incidental to the management and maintenance of the Property and the Project and Whole Project (“Outgoings”). The Purchaser

understand/s that the Outgoings mentioned herein are indicative and not exhaustive and the Purchaser agree/s to pay to the Developer the Outgoings under such different heads as the Developer may indicate from time to time.

- 13.2. The CAM charges as mentioned in the Other Charges shall be used towards the cost of Outgoings with applicable GST. It is clarified that it shall not be the obligation of the Developer to make payment of the Outgoings payable to the concerned authorities unless and until the Developer has received the same from the purchaser of the premises in the Project and the purchaser/s alone shall be responsible for any action or proceedings that may be made or taken by the concerned authorities due to non-payment of Outgoings to the said authorities.
- 13.3. It is clarified that the CAM charges do not include the municipal taxes/property taxes of the Premises and utility charges of the Premises such as electricity, gas etc. and the Purchaser will be responsible to make payment of municipal taxes/property taxes of the Premises and the said utility charges at actuals to the concerned authorities, over and above the Outgoings (to be paid to the Developer/Facility Management Company), from the Delivery Date. The Developer shall not be responsible in any manner whatsoever in case of any proceedings that may be made or taken by the concerned authorities due to non-payment of the said municipal taxes/property taxes and/or utility charges. In the event of disconnection of any utility meter due to any default of the Purchaser, then the Purchaser shall be solely responsible to obtain the reconnection, at his/her/their own cost and expense.
- 13.4. Until the conveyance of the Property to the Federation (as defined below), the Purchaser shall pay to the Developer or the Facility Management Company (as defined below) appointed by the Developer such proportionate share of Outgoings as may be determined by the Developer from time to time. However, till the Purchaser's share is so determined, the Purchaser shall pay to the Developer provisional monthly contribution of CAM charges (as mentioned in the Other Charges) towards the expenses of the Outgoings. It is further clarified that the CAM charges (as mentioned in the Other Charges) are subject to change as per the actual expenses incurred towards Outgoings and the Purchaser will not object to any such increase in the CAM contribution. Accordingly, if the CAM charges fall below the actual expenses incurred, the Purchaser shall make good such shortfall immediately on demand being made by the Developer. Any delay in making payment of CAM charges including any increase in CAM contribution shall attract interest @ 18% per annum which will be borne and paid by the Purchaser.
- 13.5. Upon the completion of development of the Whole Project, the Developer will transfer any unutilized amount in respect of the CAM charges, without interest to the bank

account of the Association (as defined below) or the Federation (as defined below), as the case may be.

- 13.6. The Purchaser agree/s to pay the Outgoings regularly without raising any dispute or objection with regard thereto. The Purchaser shall indemnify and keep indemnified the Developer against the payment of Outgoings.
- 13.7. Notwithstanding the above, the Developer reserves its right to utilize the CAM charges towards adjusting any unrealizable dues from the Purchaser required to be paid by the Purchaser under this Agreement and the Purchaser undertake/s not to object or claim in any manner in respect thereof.
- 13.8. The Purchaser for himself/herself/themselves/itself and as member of Association (as defined below) agree/s and accept/s that the Developer shall be liable to pay only the municipal taxes at actuals, in respect of the unsold premises in the Whole Project and shall not raise any objection or dispute in that regard.

#### **14. DEFAULT AND CONSEQUENCES**

- 14.1. If the Developer fails to abide by the time schedule for completing the construction of the Premises as per Clause 10 above and to offer the handover of the Premises to the Purchaser as per Clause 11 above then the Purchaser who do not intend to withdraw from the Project, will be entitled to claim from the Developer the interest as specified under RERA i.e. interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon, on all the amounts excluding taxes paid by the Purchaser for every month of delay, till the date of offer to hand over the possession of the Premises.

14.2. Similarly, the Purchaser agree/s to pay to the Developer, interest as specified under RERA on all the delayed payment/s including taxes which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable till the date such amounts are fully paid by the Purchaser to the Developer.

14.2.1. Without prejudice to the right of Developer to charge interest in terms of sub clause 14.2 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer.

## 15. FACILITY MANAGEMENT

15.1. The Developer shall in its discretion be entitled to nominate any agency, firm, corporate body, organization (“**Facility Management Company**”) to manage the operation and maintenance of the buildings, common amenities and facilities, open spaces of the Whole Project including the Project. The Purchaser hereby grant/s his/her/their/its approval to enter into any agreement/contract/arrangement with the Facility Management Company for the maintenance of the Whole Project. The Purchaser and the Association (as defined below) will be bound by the terms and conditions of such agreement/contract/arrangement with the Facility Management Company. The Purchaser agree/s not to object at any time to the appointment of the Facility Management Company.

15.2. The Facility Management Company shall be entitled, to collect the charges towards the Outgoings (including the Purchaser's proportionate share of the Outgoings). The Purchaser agree/s and understands that the Facility Management Company shall also be entitled to exercise its rights for collecting the said charges, even after formation of the

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Association (as defined below) and Federation (as defined below). It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Association (as defined below) for any act, deed, matter or thing committed or omitted that may be done by the Facility Management Company in the due course of such maintenance and management of the Whole Project.

- 15.3. The cost incurred in appointing and operating the Facility Management Company shall be borne and paid by the purchasers of the respective buildings being/to be developed by the Developer, including the Purchaser.
- 15.4. The Facility Management Company shall be entitled to frame such rules and regulations for regulating and governing the use of the buildings, premises as well as the common areas, facilities and amenities in the Whole Project. The Purchaser agree/s to abide by all such rules and regulations.

## 16. DISCLOSURES

- 16.1. The Developer is appointed as a developer by the Owner for the purpose of development of the Larger Property in accordance with the terms and conditions of the Development Agreement as recited above. The Developer has clear and marketable title with respect to its development rights in respect of the Larger Property as recited above and has procured requisite approvals from the competent authorities to carry out development of the Larger Property and shall obtain requisite approvals from time to time to complete the development of the Whole Project including the Project.
- 16.2. The Developer has actual, physical and legal possession of land highlighted as **Portion – D** on the plan marked and annexed as **Annexure “A”** hereto for implementation of the Whole Project including the Project.
- 16.3. The Owner has informed that title of the Owner to the Larger Property is clear and marketable. There are no encumbrances upon the Larger Property. However, the Developer has taken the construction loan in respect of the Whole Project as recited above.
- 16.4. The Owner and Developer have not entered into any agreement or arrangement, and each severally represents that it has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

16.5. The Owner has informed that there are no litigations pending before any Court of law with respect to the Larger Property or any part thereof. **The Developer represents that it is not a party to any litigation or proceedings before any court of law with respect to the Larger Property or any part thereof.**

16.6. The Owner and Developer has informed that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property) has been received or served upon the Owner or Developer in respect of the Property.

16.7. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities until the Delivery Date.

16.8. The entire development of the Larger Property has been proposed as a single layout with clearly earmarked separate buildings comprised in the Whole Project as Portion – D, TMC Amenities Area as Portion – E, and Existing IT Building as well as separate Existing IT Building Amenities, Parking Lot and Open Canteen as Portion B & C on the plan marked and annexed as **Annexure - “A”** hereto.

16.9. **The Developer has informed and the Purchaser is/are aware that Existing IT Building shall always remain an independent and standalone building of the Owner, and/or of the Organization (as defined below) of the purchasers of the premises in the Existing IT Building, when formed, with rights to exclusively and solely use, possess and enjoy the portion of the Property admeasuring about 4534 square meters, earmarked as Portion A on the plan marked and annexed as **Annexure - “A”** hereto, together with the Existing IT Building Amenities, Parking Lot and Open Canteen on Portion B & C on the plan marked and annexed as **Annexure - “A”** hereto.**

16.10. **The Developer has informed and the Purchaser is/are aware that the Existing IT Building occupants, which shall mean and include the Owner, all purchasers, licensees, and lessees of the Existing IT Building, and each of their respective employees, officers, and agents, and any other visitors to and/or guests of the Existing IT Building (“**Existing IT Building Occupants**”) shall have exclusive possession, use, and enjoyment of the Parking Lot and Open Canteen, and Existing IT Building Amenities, which includes the benefit of enjoyment of the right, and benefit of exclusive access for entrance/exit to the said Existing IT Building, Existing IT Building Amenities, Parking Lot and Open Canteen, from the DP Road, by way of using, accessing, and enjoying the said 12 MT Common Access Road with other occupants of the Property.**

16.11. The Owner shall, at its cost and expense, form a Co-operative Society comprising solely of the purchasers of the premises in the Existing IT Building (“Organization”) under the provisions of Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and other applicable laws. The Owner shall thereafter, convey to such Organization, the structure of the Existing IT Building, structure of the Parking Lot and Canteen and structure of Utility Building (with FSI restricted to the FSI utilized and consumed in such Existing IT Building i.e. 12679.81 square meters) together with the right to use the said 12 MT Common Access Road in common with the occupants of the Building and other buildings to be/being developed by the Developer.

16.12. The Purchaser along with other purchasers of the Whole Project undertake not to object to the absolute right and entitlement of the Existing IT Building Occupants in respect of the Existing IT Building, Existing IT Building Amenities, Parking Lot and Open Canteen, at any time, and / or to the formation of the Organization for the Existing IT Building, and transfer of the rights therein or part thereof to the Organization for the Existing IT Building as mentioned herein.

16.13. The 12 MT Common Access Road which is located in the area earmarked as **Portion – C** of the plan marked as **Annexure “A”** hereto shall be common for all users and occupants of the Property including the Existing IT Building Occupants.

16.14. The Residential Building Amenities comprise of a recreational area including a Club House on \_\_\_\_ podium level and that the said recreational area including the Club House shall be only for the exclusive use and enjoyment of the purchasers of the Residential Buildings. The purchasers of the Commercial Building and other users of the Property, shall not be entitled to use or access the said recreational area including the Club House on \_\_\_\_ podium level.

16.15. The TMC Amenities Area shall be developed and constructed at the sole discretion and cost of the Developer. The Developer, shall be entitled to buy back the TMC Amenities Area at Developer’s Cost and the Developer at its option shall be entitled to develop such TMC Amenities Area purchased from TMC either as independent plot by formally sub-dividing from the rest of the Larger Property or by amalgamating the same with the Whole Project even after formation of the Association and /or conveyance of the Property in favour of the Federation. The Purchaser expressly agree/s to such entitlement of the Developer and hereby agrees to not raise any objection to the right of the Developer to purchase such TMC Amenities Area if offered by the TMC. The TMC Amenities Area will be developed and constructed by the Developer at its sole cost and

expenses, by utilizing such FSI as may be permitted by TMC and as per the requirements as may be specified by the TMC and under applicable laws.

16.15.1. In the event of amalgamation of TMC Amenities Area with the Property, the area comprised in the Whole Project shall stand increased to the extent of the area of the TMC Amenities Area amalgamated and merged with the Whole Project. The Purchaser agree/s to the same and shall not raise any objection whatsoever in respect thereof. This approval shall be considered to be the specific approval of the Purchaser in accordance with the applicable provisions of RERA. The Purchaser expressly agree/s and undertakes that the Purchaser shall, if and as and when called upon by the Developer due to requirement of TMC or any authority / under law, execute, in furtherance of the express approval granted herein, such approval letters, no-objection certificates, forms or other writings of whatsoever nature as the Developer may require for the aforesaid amalgamation of TMC Amenities Area with the Property and development thereof.

## 17. FORMATION OF ASSOCIATION AND FEDERATION

17.1.1. The Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

## **18. CONVEYANCE TO ASSOCIATION AND FEDERATION**

18.1. The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

**In the case of a Building or a Wing of a Building in a Layout, the Developer shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.**

18.2. The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**In the case of a layout, the Developer shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.**

18.3. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges with respect to the Building conveyance as mentioned above, including in respect of transfer documents shall be borne and paid by the Association of the Building and/or all the purchasers of the various premises in the Building, as the case may be. Similarly, the cost, charges, expenses, levies, fees, taxes, duties, including

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stamp duty and registration charges with respect to Property conveyance as mentioned above, including in respect of transfer documents shall be borne and paid by the Association/s of all buildings comprised in the Whole Project and the Organization of the Existing IT Building and/or all the purchasers of the various premises in the buildings comprised in the Whole Project and Existing IT Building, as the case may be, and the Developer shall not be liable towards the same.

## **19. NRI/OCI COMPLIANCE**

19.1. In the event, the Purchaser being a Non-Resident Indian or Overseas Citizen of India, then it shall be the sole responsibility of the Purchaser to comply with the necessary formalities including permissions, approvals as laid down in Foreign Exchange Management Act, 1999 (“FEMA”), Reserve Bank of India Act (“RBI”) and Rules and Regulations made thereunder or any statutory amendments made thereof and all other applicable laws. The Developer and the Owner shall not be held liable for the deficiency of any statutory permissions being not available or procured by the Purchaser and that the Purchaser alone shall be liable for any action thereof. The Purchaser hereby indemnifies the Developer and the Owner against any claims or losses that may be caused to the Developer and the Owner for any reason whatsoever due to any default by the Purchaser in complying with the provisions of the FEMA or RBI or any statutory enactments or amendments thereof or any other applicable laws including any permissions, approvals thereof.

## **20. COVENANTS BY THE PURCHASER**

20.1. The Purchaser with an intention to bring in and bind all persons in whomsoever's hands the Premises may come, doth hereby covenant/s with the Developer and the Owner as follows:

- (i) To maintain the Premises including the fire safety measures and equipment/s installed by the Developer at the Purchaser's own cost in good tenantable repairs and condition from the Delivery Date and not to do or suffer to be done anything which may be against the rules, regulations or by-laws of TMC and other concerned authorities. In the event, the Purchaser commit/s any act in contravention of the aforesaid provision, the Purchaser alone shall be responsible and liable for the consequences thereof to TMC and/or other concerned authority;
- (ii) Not to store in the Premises and/or the Whole Project including the Project any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and not to carry or caused to be carried heavy packages to upper floors which may damage the staircases, common passages/areas or any other structure of the Building. In case any

damage is caused to the Building on account of the negligence or default of or attributable to the Purchaser in this behalf, the Purchaser shall alone be liable for the consequences of such harm and damage (including the cost of repairs);

- (iii) Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members/elements in the Premises;
- (iv) Not to shift or change the position of either the kitchen or WC in the Premises which would affect the drainage system of the Premises and/or any part thereof in any manner whatsoever or do, or omit to do, any act which would cause leakage or seepage in the Premises or the flats/units below or adjacent to the Premises;
- (v) If, the Purchaser forcibly makes any additions / alterations to the Premises and/or Building and/or Whole Project of whatsoever nature and due to the same, if any penalty is levied upon the Developer and/or Owner or there is a delay in occupation certificate of the Building and/or other buildings comprised in the Whole Project or any impact on FSI takes place, whereby it affects the development of Project and/or Whole Project and due to which any financial loss is caused to the Developer or any legal action is initiated against the Developer or Owner, then the Developer and/or Owner, as applicable, shall each have all the right to claim / recover such penalty, financial losses and also to take appropriate legal action against the Purchaser and the Purchaser shall indemnify the Developer and Owner against such costs and losses, and be liable to make good those losses/damages to the Developer and/or Owner, as applicable. It is hereby clarified and agreed by the Purchaser, that the Purchaser alone shall be responsible for all the consequences (both civil and/or criminal) resulting from the Purchaser carrying out additions / alterations to the Premises and/or Building and/or Whole Project;
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project/Building and/or Whole Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- (vii) Not to put, dry/hang or allow to be put, dried, or hung clothes, flags, food stuffs, illegal plants, or other similar materials upon the windows/balconies/ducts and other portions which may be visible on the exterior of the Building;
- (viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Whole Project and Property;
- (ix) Not to open out any additional window or fix any grill on the exterior of the Premises. The Purchaser shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser from the Developer;
- (x) Not to fix or install air conditioner/s at any other place other than those earmarked for installation of such air conditioner/s in the Premises so as not to affect the structure, façade and/or elevation of the Building/Project in any manner whatsoever;
- (xi) Not to install any antenna on or near to any window or part thereof affecting the elevation of the Building;
- (xii) Not to change the name of the Building/Project either by himself/herself or through the Association, as the case may be at any point of time without the prior written permission of the Developer;
- (xiii) Not to relocate the fire safety measures and equipments installed by the Developer in the Premises;
- (xiv) Not to change the use of the Premises without the prior written permission of the Developer and/or Association and/or TMC;
- (xv) Not to change alter or modify the lift landings or the lobbies outside the Premises or any part thereof;
- (xvi) Not to cause any nuisance or use loudspeaker in the Premises or the Whole Project or Property or any part thereof or do anything which shall cause an annoyance, inconvenience or disturbance to the occupants of the Whole Project and/or the Property;

(xvii) Not to enclose niches or balconies, decks, patios, ducts or attached terrace of the Premises at anytime by any means and to keep permanently open as per the approved plans;

(xviii) Not to keep or place pots and other receptacles with or without plants on the parapets, ledges or any other outer portion of the Premises;

(xix) To observe and perform all the rules and regulations which the Association and/or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and Whole Project and to abide by all the by-laws, rules and regulations of the Government, TMC, the concerned gas supplying authority, the electricity supplying authority and any other concerned authorities as applicable/may apply to the Project/Whole Project;

(xx) Pay to the Developer within 7 (seven) days of demand made by the Developer, his/her/their/its share of Outgoings in respect of the Premises, Building, Whole Project and the Property;

(xxi) To bear and pay any increase in local taxes, levies, duties, water charges, etc. which are imposed by TMC, and/or Government and/or other public authority;

(xxii) Not to let, sub-let, lease, sell, transfer, assign or part with interest or benefit factor of this Agreement unless prior written consent is obtained from the Developer;

(xxiii) Not to encroach upon or use any portion of the Building not acquired by the Purchaser;

(xxiv) The Car Parking Space/s shall not be used to store any materials (including any flammable or toxic materials) or in any other way that is contrary to applicable laws;

(xxv) To sign and execute all papers and documents even after formation of the Association in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the building/s in accordance with the plans sanctioned or as may be sanctioned and with such additions and alterations as the Developer may in its sole discretion deem fit and proper and/or to issue unconditional NOC in favor of the Developer for amending/modifying the approved or sanctioned plan as per the terms of this Agreement;

(xxvi) Until the possession of the Premises is handed over to the Purchaser, the Purchaser shall not be permitted to visit the Project site without the written consent of the Developer. Such consent may be granted to the Purchaser considering the stage of development and construction and subject to the safety measures and conditions to be followed by the Purchaser. It is clarified that, children below the age of 15 (fifteen) years and senior citizens shall not be allowed to enter the under-construction site or areas. The Purchaser undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser, due to negligence or wrongful acts or otherwise, during such site visit;

(xxvii) The Purchaser represent/s and warrant/s that:

- (a) he/she/they is/are not prohibited from acquiring the Premises under any law or otherwise;
- (b) he/she/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (c) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
- (d) none of his/her/their assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (e) no notice is received from the Government of India (either Central, State or local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (f) no execution or other similar process is issued and/or levied against him and/or against any of his/her/their assets and properties;
- (g) he/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (h) he/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.

(xxviii) The Purchaser is/are aware that:

- (a) This Agreement only relates to the Project and the Purchaser shall not have any right whatsoever in respect of the other phases of Whole Project and shall not interfere in the decisions of the Developer relating thereto.
- (b) The Purchaser is/are aware that the Whole Project as presently sanctioned by the TMC consumes/utilizes only part of the FSI/development potential

of the Larger Property as presently sanctioned and the Developer proposes to utilize the balance FSI/development potential of the Larger Property including the FSI, by whatever name or form is increased in respect of Larger Property, as may be sanctioned in phases for construction of Whole Project which may involve increasing or decreasing the floors of any building in the Whole Project, changing the location of any building in the Whole Project, constructing additional wing/s to the Building or any other building in the Whole Project without affecting in any manner the rights of the Purchaser with respect to the Premises.

- (c) The term 'Project' and 'Whole Project' wherever the same appears under this Agreement shall include the changes as proposed by the Developer under this Agreement.
- (d) Until the transfer of Property in favor of Federation, the Developer shall be absolutely entitled to give any portion of Whole Project including portion of open terrace at the top of the Building/Project to any agency, firm or company for installation of cables, equipments and towers of telecommunication systems and to receive all rents, deposit, fees from such agency, firm or company from time to time;
- (e) The Developer shall be entitled to put hoarding/boards of its brand name, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on any part of the Whole Project i.e. portion of the Larger Property area earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto including but not limited to the façade, terrace, compound wall etc. The Developer shall also be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/signs;
- (f) The Developer shall have the right to designate any space in the Whole Project including the Project and/or on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto or any part thereof to third party service providers for the purpose of facilitating the provision and maintenance of utility services and infrastructure facilities to be availed by the occupants of the Building and other buildings comprised in the Whole Project. The Developer shall also be entitled to designate any such spaces to third party service providers either on leave and licence or leasehold basis.

(g) The Developer shall be at a liberty and is entitled to complete any portion/floor/part of the Building/Project, and apply for and obtain part occupation certificate thereof. In such an event, the Developer shall be entitled to carry out the remaining work in respect of the Project even if the same causes any inconvenience/disturbance to the Purchaser, and the Purchaser hereby waives any objection or claim, demand, or damages, etc. from the Developer and Owner in that regard, and undertakes to not obstruct the Developer or any of its construction activities in any part of the Whole Project or any part thereof. Similarly, after full occupation certificate of the Project is obtained, the Developer shall be entitled to carry out all construction activities for completing the Whole Project even if the same causes any inconvenience/disturbance to the Purchaser and the Purchaser hereby waives any objection or claim, demand, damages, etc. against the Developer and the Owner, and undertakes to not obstruct the Developer or any of its construction activities in any part of the Whole Project or any part thereof;

(h) The Developer shall have the right to designate any space in the Whole Project including the Project and/or on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto or any part thereof to any electric or power company for construction of sub-station towards supplying electricity to the buildings comprised in the Whole Project and for such purpose, the Developer may be required to execute a lease/conveyance in favor of such electric or power company. The Purchaser hereby grant/s his/her/their/its permission to the Developer for the same. Further, the Purchaser agree/s not to 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 undertake/s to 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 such electric or power company;

(i) The Purchaser's interest in the Premises and the Building is imitable and the Purchaser shall not be entitled at any time to demand partition of his/her/their interest in the Premises and/or in the Building.

(xxix) The Purchaser has/have completely understood the nature of the Developer's entitlement to undertake the development of the Larger Property and the Owner's entitlement in respect of the Existing IT Building together with the Existing IT

Building Amenities, Parking Lot and Open Canteen and other related aspects (including the Property) as envisaged in this Agreement and said Development Agreement; and the Purchaser is/are completely satisfied with the same and hereby waives any objections/demands with regard thereto;

- (xxx) The Purchaser confirm/s that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser is/are aware that the Developer has entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and based on the waivers and releases provided by the Purchaser hereunder;
- (xxxi) **The Purchaser hereby confirm/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fittings / fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Purchaser has/have not relied on the same for his/her/their/its decision to acquire the Premises in the Project;**
- (xxxii) The Developer at all times shall have the right to access the site offices/sales lounge constructed by them on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto without any restriction whatsoever irrespective of whether the Building is conveyed to the Association;
- (xxxiii) **The open parking spaces if any, for the Project shall be identified and earmarked by the Developer. However, the allotment of the open parking spaces if any, will be done by the Association in the manner the Association deems fit subject to the terms of by-laws and constitutional documents of the Association. The Purchaser agree/s and undertake/s that it shall not be entitled to raise any objections towards the allotment/allocation of open parking space/s done by Association, at any time and shall not challenge the same anytime in future;**
- (xxxiv) **The Purchaser is/are aware that certain amenities and facilities may be commonly provided for buildings comprised in the Whole Project. The Purchaser further covenant/s that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities by the**

purchasers/occupants of other premises therein forming part of the Whole Project;

(xxxv) The Purchaser is/are aware that there will be mechanical stack parking and that the costs and expenses of the maintenance of the mechanical stack parking shall be borne by all the purchasers of the Project including the Purchaser irrespective of utilisation or non-utilisation of such mechanical stack parking by any purchaser;

(xxxvi) Till the development of the Larger Property has been completed in all respects by utilising the maximum FSI/development potential and conveyance of the Property is executed in favour of Federation:

(a) the Purchaser/Association/Federation shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted premises, car parking spaces, areas, roads including any internal access roads, open spaces, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall not hinder or obstruct the right of the Developer in this regard. At all times, the Developer, its surveyors, agents, and workmen with trucks, machines, cranes, JCB/earthmovers and other construction equipments will be entitled to enter into or upon the Property and the buildings comprised in the Whole Project or any part thereof for completing the development and construction on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto;

(b) the Developer shall be entitled to keep and or store any construction materials, on any portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto, and/or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary;

(c) the Developer shall be entitled to lay through or under or over the Property or any part thereof (except in area earmarked as Portion A on the plan marked and annexed as **Annexure “A”** hereto, together with the Existing IT Building Amenities, Parking Lot and Open Canteen on Portion B & C on the plan marked and annexed as **Annexure “A”** hereto) pipelines, electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage

lines, other utilities etc. meant for any of buildings comprised in the Whole Project.

- (xxxvii) Irrespective of a dispute, if any, arising between the Developer and the Purchaser and/or the Association, all amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever;
- (xxxviii) The Developer has not represented or undertaken to the Purchaser that consistent water supply to the Premises will be provided, as the same is subject to availability and supply from the TMC and other concerned authorities;
- (xxxix) Any terrace attached/appurtenant to premises and having access from within the premises will be for the exclusive use and occupation of the purchasers who shall be occupying such premises. The Purchaser herein permit/s to the same and the Purchaser for himself/herself/themselves/itself and as member of Association undertake/s to not raise any objection, or dispute of whatsoever nature in respect of the terrace attached/appurtenant to such premises;
- (xl) Save and except the information / disclosure contained herein the Purchaser confirm/s that it has no claims, and hereby waives any further claim against the Developer or Owner, or to seek cancellation of the Premises or refund of the amounts paid by the Purchaser by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xli) The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to any of factors or events as mentioned in clause 10.1 above and based on this clear understanding the Purchaser has/have agreed to acquire the Premises. Upon the occurrence of any of the said factors or events as mentioned in clause 10.1 above, the Completion Date shall stand extended to the extent of delay occasioned and/or attributable due to the said factors or events.

## 21. FIT OUTS

- 21.1. The Purchaser may be permitted to commence fit-out works in the Premises only upon the receipt of possession and after making all payments as per this Agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the

fit-out works in the Premises, the Purchaser may have to deposit an interest free security deposit (“**Security Deposit**”) for the due adherence and performance with the terms and conditions of the fit out manual which may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Building and with the terms and conditions of this Agreement. In the event if the Purchaser commit/s any breach/es of the fit out manual and the terms and conditions of this Agreement in regard to the fit-out works, 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 and any shortfall in the Security Deposit will be recovered from the Purchaser. The Purchaser shall not dispute any adjustment or deduction from the Security Deposit on any ground whatsoever and howsoever arising. The said amount of Security Deposit shall be refunded by the Developer to the Purchaser only upon completion of the entire fit-out works in the Premises by the Purchaser.

- 21.2. The Developer shall be entitled to inspect all fit-out works carried out by the Purchaser. In the event, the Developer finds that the nature of interior work being executed by the Purchaser is harmful to the Premises or to the structure, façade and/or elevation of the Building or any part thereof, the Purchaser shall be required to stop such fit-out works without raising any dispute thereof.
- 21.3. The Purchaser will ensure at his/her/their/its own cost that the debris from the fit-out works are taken to and disposed of only in the area earmarked for the same, and the same will be cleared from the earmarked area by the Purchaser, on a daily basis, without causing any nuisance or annoyance to the other purchasers or occupants of the Property.
- 21.4. The Purchaser will ensure at his/her/their/its own cost that the debris from the fit-out works are be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis, without causing any nuisance or annoyance to the other purchasers.
- 21.5. The Purchaser will further ensure that the contractors and workers (engaged by the Purchaser) during execution of the fit-out works do not dump any material of whatsoever nature either in the toilet/WC, waste water line or soil line or in any other place other than those earmarked for the same.
- 21.6. The Purchaser expressly agree/s that if any damage will be done in the common areas of the Building/Project and/or Premises while bringing the material by the Purchaser or their agents then in that case, the Developer and/or the Owner shall not be responsible or liable to repair or replace any broken material in the common areas and/or Premises

or rectify any defect in the common areas and/or Premises and the Purchaser alone shall be responsible at his/her/their cost to carry any such repairs or defects.

## 22. DEFECT LIABILITY PERIOD

22.1. If within a period of 5 (five) years from the Delivery Date (“**Defect Liability Period**”), the Purchaser bring/s to the notice of the Developer any structural defect in the Premises or the Building/Project or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

## 23. MORTGAGE

23.1. The Developer shall have the right to raise finance and/or loan from any scheduled commercial bank or other regulated financial institution/s (“**Lender**”) by creating mortgage or charge on its rights under the said Development Agreement and/or Developer’s Premises and/or securitization of the receivables provided such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the Premises. The Developer shall provide a No Objection Certificate issued by the Lender to the Purchaser.

23.2. The Purchaser shall be entitled to avail loan from a bank or financial institution and to mortgage the Premises by way of security for payment of the Sale Consideration and/or Other Charges, Outgoings and all other amounts payable under this Agreement only with the prior written consent of the Developer. Provided that the Developer shall have first lien/charge until all the amounts including the Sale Consideration, Other Charges, Outgoings and all other amounts payable under this Agreement have been paid to the Developer.

23.2.1. All costs and expenses in connection with availing of the said loan and mortgage of the Premises shall be solely borne and incurred by the Purchaser. The Developer and the Owner shall not incur any liability or obligation for repayment of the loan, interest and any other charges on the loan. The Purchaser hereby undertakes to indemnify and

[Redacted]

keep indemnified and harmless the Developer and the Owner from any claim or demand, loss or liability arising from the said loan.

23.2.2. The Purchaser shall ensure that the security documents in relation to the loan and mortgage of the Premises by the Purchaser will not be contrary or inconsistent with the terms of this Agreement, including the preceding sub-clauses in any manner whatsoever.

## **24. NO DEMISE OR ASSIGNMENT**

24.1. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Larger Property and/or Property and/or the Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat/Unit hereby agreed to be sold to him. The Purchaser shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the Larger Property and/or Property and/or the Building or otherwise howsoever against the Developer and/or the Owner, save and except in respect of the said Flat/Unit.

## **25. INDEMNITY**

25.1. The Purchaser hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and the Owner and their respective successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser and/or by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser being untrue and/or as a result of the Developer and the Owner entering into this Agreement with the Purchaser.

## **26. TRANSFER**

26.1. The Purchaser may transfer his/her/its rights, title and interest in the Premises to any third person / entity only after payment of all the dues/amounts payable by the Purchaser to the Developer under this Agreement are fully paid up and with prior written consent of the Developer. Any such transfer by the Purchaser shall be (a) subject to the terms and conditions of this Agreement, (b) the subsequent purchaser executing necessary indemnities, undertakings and such other documentation as may be required by the Developer and/or its advocates and (c) payment of applicable transfer / administrative fee as may be decided by the Developer plus taxes as applicable. It is clarified that the Developer reserves the right to allow such transfer at its sole and absolute discretion.

## **27. OBLIGATIONS UNDER RERA**

27.1. The responsibility of the Developer and Owner in respect of their obligations under RERA are mentioned in the said Development Agreement read with said Supplementary Agreement and nothing contained herein shall supersede or modify the terms and conditions of the said Development Agreement.

## **28. ENTIRE AGREEMENT**

28.1. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, application/booking form, allotment letter, any other agreements, correspondences, arrangements whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure and/or through any other medium in regard to the Premises or Project, as the case may be. Provided that nothing contained herein shall alter any provisions of the said Development Agreement and/or said Supplementary Agreement. It is herein expressly clarified that in case of any contradiction/conflict occurring between the same provisions stated in the said Development Agreement and/or said Supplementary Agreement and in this Agreement, the provisions in the said Development Agreement and/or said Supplementary Agreement, as applicable shall prevail, subject to RERA and any other applicable laws.

## **29. RIGHT TO AMEND**

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

## **30. SUBSEQUENT PURCHASER**

30.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project and Whole Project shall equally be applicable to and enforceable against any subsequent purchaser of the Premises, in case of a transfer, well as to any heir, executor, administrator, or successor-in-interest of the Purchaser, in case of a transmission, as the said obligations go along with the Premises for all intents and purposes.

## **31. SEVERABILITY**

31.1. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the applicable

law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **32. WAIVER**

32.1. Any delay tolerated or indulgence shown by the Developer and/or the Owner in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer and/or the Owner of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer and/or the Owner.

## **33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

33.1. Wherever in this Agreement it is stipulated that the Purchaser has/have to make any payment, in common with other purchasers in the Project/Whole Project, the same shall be in proportion to the Carpet Area of the said Flat/Unit to the total carpet area of all the flats/units in the Project/Whole Project.

## **34. FURTHER ASSURANCES**

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

## **35. EXECUTION**

35.1. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Purchaser in Thane. Hence this Agreement shall be deemed to have been executed at Thane.

## **36. REGISTRATION**

36.1. The Purchaser shall appear for registration of this Agreement before the concerned Sub-Registrar of Assurances within the time limit prescribed under the Registration Act, 1908 and/or as and when intimated by the Developer.

## **37. NOTICES**

37.1. That all notices to be served on the Purchaser, Developer and Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser ,

Owner and the Developer by Registered Post A.D and notified email ID/Under Certificate of Posting at their respective addresses specified below:

Purchaser's Name & Address:

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Notified email ID:

Developer's name & address:

**MEXTECH PROPERTY DEVELOPERS LLP**

2403, Marathon Futurex, Mafatlal Mills compound,  
N.M. Joshi Marg, Lower Parel, Mumbai 400013

Notified email ID:

Owner's name & address:

**FERMENTA BIOTECH LIMITED**

A-1501, Thane One, DIL Complex,  
Ghodbunder Road, Majiwade,  
Thane (West) 400 610

Notified email ID: legal@fermentabiotech.com

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

### **38. JOINT PURCHASER**

38.1. That in case there are joint purchasers all communications shall be sent by Developer to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to be consider as properly served on all the purchasers.

### **39. STAMP DUTY AND REGISTRATION CHARGES**

39.1. The charges towards stamp duty and registration of this Agreement shall be borne by the Purchaser.

#### **40. DISPUTE**

40.1. Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be then referred to the Authority as per the provisions of RERA.

#### **41. GOVERNING LAW AND JURISDICTION**

41.1. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. The Courts in Thane shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the Premises.

#### **42. RECITALS, ANNEXURES AND SCHEDULES**

42.1. The Recitals, Annexures and Schedules in and to this Agreement shall form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the development of the Project/Whole Project, this Agreement shall be read and construed in its entirety.

#### **43. HEADINGS**

43.1. The headings, titles, used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, titles to 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 Larger Property)*

All those pieces and parcel of land bearing (i) **Survey No./Hissa No. 146/1** admeasuring 180 square meters (ii) **Survey No./Hissa No. 149/3** admeasuring 2,400 square meters (iii) **Survey No./Hissa No.154/3** admeasuring 600 square meters (iv) **Survey No./Hissa No.412/1** admeasuring 3,600 square meters, (v) **Survey No./Hissa No. 414/1/C/1** admeasuring 1240 square meters and (vi) **Survey No./Hissa No. 414/1/C/2** admeasuring 20,320 square meters totally admeasuring 28340 square meters situate, lying and being at Village Majiwade, Taluka & District Thane, within the limits of Thane Municipal Corporation and within the

Registration District of Thane and bounded as follows:

On or towards the North : By 20 Mtr. Main Road;

On or towards the South : By Neelkanth Palm complex;

On or towards the East : By Rajesh Lifestyle and Orion  
Business Park; and  
On or towards the West : By Entrance Road of Neelkanth  
Palm.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO:**

*(Description of TMC Amenities Area)*

All that piece or parcel of the land admeasuring 2836.26 sq. meters out of **Survey No. 414/1/C/2** of Village Majiwada, Taluka & District Thane, Sector No. 4, Thane (W) in the Registration District and Sub – District of Thane and bounded as follows:

On or towards the East by : Adj. S. No.414/1/C/2  
On or towards the West by : Adj. S. No. 414/1/A  
On or towards the South by : Adj. S. No. 414/1/C/2  
On or towards the North by : 20 M. wide D.P. Road

#### **THE THIRD SCHEDULE ABOVE REFERRED TO:**

*(Description of Property)*

All those pieces and parcel of land admeasuring 24273.74 square meters out of that area admeasuring 713.54 Sq.mtrs forming part of the Larger Property bearing (i) **Survey No./Hissa No. 146/1**, (ii) **Survey No./Hissa No. 149/3**, (iii) **Survey No./Hissa No.154/3**, (iv) **Survey No./Hissa No.412/1** and (v) **Survey No./Hissa No. 414/1/C/2** vi) **Survey No./Hissa No. 414/1/C/1** situate, lying and being at Village Majiwade, Taluka & District Thane, within the limits of Thane Municipal Corporation and within the Registration District of Thane and bounded as follows:

On or towards the North : By 20 Mtr. Main Road;  
On or towards the South : By Neelkanth Palm complex; On  
or towards the East : By Rajesh Lifestyle and Orion  
Business Park; and  
On or towards the West : By Entrance Road of Neelkanth  
Palm.

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

*(Description of Building)*

Commercial/Residential Building No. 3 known as MIRAYA DIVINE identified and delineated with hatched **RED color thick boundary line** on the plan annexed hereto as **Annexure “E”** and being constructed on portion of the Larger Property located in the area earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto and forming part of Whole Project.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

*(Description of Premises)*

**Residential Flat/Commercial Unit** bearing no. \_\_\_\_ on the \_\_\_\_\_ floor having Carpet Area admeasuring \_\_\_\_\_ sq. meters equivalent to \_\_\_\_\_ sq. feet together with the right to use Exclusive balcony admeasuring \_\_\_\_\_ sq. meters equivalent to \_\_\_\_\_ sq. feet aggregating to a total area of \_\_\_\_\_ sq. meters equivalent to \_\_\_\_\_ sq. feet in the Building more particularly described in Fourth Schedule mentioned hereinabove along with \_\_\_\_ (\_\_\_\_) surface/tandem/mechanical stack Car Parking Space/s bearing no. \_\_\_\_ & \_\_\_\_ at lower ground/ground/basement/\_\_\_\_ podium level of the Whole Project.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

*(Description of Project/Building Amenities)*

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

*(Description of Residential Buildings Amenities)*

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

*(Description of Whole Project Amenities)*

**IN WITNESS WHEREOF**, the Parties hereto have subscribed their respective hands the day and the year hereinabove written.

**SIGNED AND DELIVERED**

by the withinnamed "**Developer**"

**MEXTECH PROPERTY DEVELOPERS LLP**

through the hands of its Authorized Partner:

Mr. \_\_\_\_\_

In the presence of:

1.

2.

**SIGNED AND DELIVERED**

by the withinnamed "**Owner**"

**FERMENTA BIOTECH LIMITED**

through the hands of its constituted attorney

Mr. \_\_\_\_\_ as Partner

of **MEXTECH PROPERTY DEVELOPERS LLP**

In the presence of:

1.

2.

**SIGNED AND DELIVERED**

by the withinnamed "**Purchaser**"

Mr./Mrs/Miss/Master/M/s. \_\_\_\_\_

In the presence of:

1.

2.

**R E C E I P T**

**RECEIVED** of and from the withinnamed **Purchaser** the sum of **Rs.**  
\_\_\_\_\_  
/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) as follows:

a) Rs. \_\_\_\_\_/- vide Cheque no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_  
Bank, \_\_\_\_\_ Branch

OR

Rs. \_\_\_\_\_/- as and by way of NEFT/RTGS/Credit card on \_\_\_\_\_ through  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

We say received,

For **MEXTECH PROPERTY DEVELOPERS LLP**

Authorized Partner

**List of Annexures**

**Annexure “A”**

(Land admeasuring 27100 delineated by a **RED** colour boundary line, Highlighting Portion A, Portion B, Portion C, Portion D and Portion E on the plan);

**Annexure “B”**

(Land admeasuring 24263.74 delineated by a **RED** colour boundary line on the plan);

**Annexure “C”**

(Sanctioned Layout Plan);

**Annexure “D”**

(Commencement Certificate);

**Annexure “E”**

(Building identified and delineated with hatched **RED** color thick boundary line on the plan);

**Annexure “F”**

(RERA Registration Certificate);

**Annexure “G” (Colly)**

(7/12 extracts in respect of the Larger Property)

**Annexure “H”**

(Title Certificate issued by G. K. Jagasi & Co. Advocates and Consultants);

**Annexure “I”**

(No-Objection Certificate dated \_\_\_\_\_ issued by Bank);

**Annexure “J”**

(Floor Plan),

**Annexure “K”**

(Details of Internal Amenities)

**Annexure “L”**

(Car Parking Spaces delineated by a **RED** colour boundary line for Residential Buildings on the plan);

**Annexure “M”**

(Car Parking Spaces delineated by a **BLUE** colour boundary line for Commercial Building on the plan)