

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** entered into at Mumbai on this [●] day of [●] in the Christian Year [●].

BETWEEN

HESTON BUILDERS PRIVATE LIMITED, a private limited company incorporated and registered under the Companies Act 1956 and having its registered office at 5 Saras Baug St. Road Mumbai - 400088, hereinafter referred to as the “**Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **One Part**:

AND

[●], Adult, Indian Inhabitant having his/her/its address/ registered office as mentioned in the **Fifth Schedule** hereunder written, hereinafter referred to as ‘**the Purchaser/s / Allottee/s**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, executors, administrators and assigns/its successors and assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, 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 and administrators of such last surviving member of the co-parceners 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 in case of a body corporate/company its successors-in-title) of the **Other Part**.

WHEREAS:

A. Heston Builders Private Limited is well and sufficiently entitled to all that piece or parcel of land bearing Cadastral Survey No. 387 admeasuring 1,929.77 square meters or thereabouts of Tardeo Division in the Registration Sub-District and District of Bombay (“**Land**”) together with a chawl standing thereon (“**Structure**”), situate lying and being at 463, Sane Guruji Marg (formerly known as Arthur Road), Tardeo, Mumbai 400 034 (the Land and the Structure are hereinafter collectively referred to as “**Property / Project Land**” more particularly described in the **First Schedule** hereunder written) and delineated with Red boundary lines on the plan annexed hereto and marked as **Annexure ‘C’**;

B. Originally, one Haji Abba Miya Haji Suleman was seized and possessed of and well and sufficiently entitled to the said Property and by and under an Indenture of Wakf dated 1st October, 1926 executed by and between Haji Abba Miya Haji Suleman, therein referred to as the ‘Settlor’ of One Part and (i) Haji Abba Miya Haji Suleman, (ii) Mahomed Noormohamed, (iii) Jan Mahomed Haji Abba and (iv) Haji Hamid Haji Suleman, therein collectively referred to as the ‘Trustees’ of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. 5204 of Book No. 1 (“**Indenture of Wakf of 1926**”), the said Haji Abba Miya Haji Suleman being the Settlor therein granted, released, conveyed and assured unto the Trustees therein, the said Property, upon trust and subject to the terms and conditions more particularly stated therein;

C. By and under various deeds and assigns, (i) Haji Hamid Haji Suleman, (ii) Esmail Janmahomed, (iii) Ebrahim Janmahomed, (iv) Abdul Gani Valimahomed and (v) Abubaker Ebrahim, were appointed as trustees of Indenture of Wakf of 1926;

D. By and under an Indenture dated 10th April, 1951 executed by and between (i) Haji Hamid Haji Suleman, (ii) Esmail Janmahomed, (iii) Ebrahim Janmahomed, (iv) Abdul Gani Valimahomed and (v) Abubaker Ebrahim, the trustees of Indenture of Wakf of 1926, therein referred to the ‘Vendors’ of One Part and one Jayantilal Tricumji Divecha, therein referred to as the ‘Purchaser’ of Other Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. Bom/2566/1951 of Book No. 1, in exercise of the powers conferred upon the Vendors therein being trustees of Indenture of Wakf of 1926, the Vendors therein granted, released, conveyed and assured unto the Purchaser therein, the said Property, at or for the consideration and in the manner more particularly stated therein;

E. The said Jayantilal Tricumji Divecha died on 19th August, 1991 leaving behind his Last Will and Testament dated 4th January 1988, whereby he bequeathed *inter alia* the said Property to his wife, Vinodini Jayantilal Divecha and appointed his wife Vinodini Jayantilal Divecha and his son Yogendra Jayantilal Divecha as the executors of his said will;

F. In or around 29th October, 1993, the aforesaid Vinodini Jayantilal Divecha died leaving behind her last Will and Testament dated 6th September, 1993, whereby she bequeathed *inter alia* the said Property to her daughter-in-law, Gita Yogendra Divecha and appointed her daughter-in-

law Gita Yogendra Divecha and her son Yogendra Jayantilal Divecha as the executors of her said will;

G. A Testamentary Petition bearing No. 341 of 1993 was filed by the said Yogendra Jayantilal Divecha in his capacity as executor before the Hon'ble High Court of Judicature at Bombay in respect of the Last Will and Testament dated 4th January 1988 of late Jayantilal Tricumji Divecha and probate was granted by the Hon'ble High Court of Judicature at Bombay on 3rd March, 1995 to Yogendra Jayantilal Divecha;

H. A Testamentary Petition bearing No. 340 of 1995 was filed by the said Gita Yogendra Divecha in her capacity as executor before the Hon'ble High Court of Judicature at Bombay in respect of the Last Will and Testament dated 6th September, 1993 of late Vinodini Jayantilal Divecha and probate was granted by the Hon'ble High Court of Judicature at Bombay on 27th December, 1995 to Gita Yogendra Divecha;

I. By and under a Deed of Transfer dated 11th March, 2003 executed by and between Yogendra Jayantilal Divecha, in his capacity as Executor under the Last Will and Testament dated 4th January 1988 of Late Jayantilal Tricumji Divecha, therein referred to as the 'Transferor' of One Part and Gita Yogendra Divecha, therein referred to as the 'Transferee' of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai-1 under Serial No. BBE-1/1820/2003, the Transferor therein granted, sold, assigned, released, conveyed and assured unto the Transferee therein, the said Property, at or for the consideration and in the manner stated therein;

J. In the aforesaid manner, the said Gita Yogendra Divecha became well and sufficiently entitled to the said Property as owner thereof;

K. By and under an Indenture dated 31st December, 2005 executed by and between Gita Yogendra Divecha, therein referred to as the 'Transferor' of One Part and Mazda Realty Private Limited, therein referred to as the 'Transferee' of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai-1 under Serial No. BBE-1/709/2006, the said Transferor granted, sold, assigned, released, conveyed and assured unto Mazda Realty Private Limited, the said Property, at or for the consideration and in the manner stated therein;

L. By and under Deed of Conveyance dated 31st December, 2022 executed by and between Mazda Realty Private Limited, therein referred to as the 'Transferor' of One Part and Heston Builders Private Limited, therein referred to as the 'Transferee' of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai City 1BBE1-251 of 2023 under Serial No. BBE1-251 of 2023, Mazda Realty Private Limited granted, sold, assigned, released, conveyed and assured unto Heston Builders Private Limited, the said Property, at or for the consideration and in the manner stated therein;

M. In the aforesaid manner, the Developer i.e. Heston Builders Private Limited became well and sufficiently entitled to the said Property as owner thereof;

N. The extract of the Property Register Card in respect of Cadastral Survey No. 387 admeasuring 1,929.77 square meters or thereabouts (viz. said Property) at presently reflects the

name of Mazda Realty Private Limited, however application has been made to revenue authority by the Developer for updation of the Proposed Register Card a copy of the Property Register Card with respect to the said Property is annexed hereto and marked as **Annexure 'D'**;

O. A copy of the Title Certificate in respect of the title of the said Property dated 31st March 2023 issued by K. Ashar & Co. (Advocates & Solicitors) is hereto annexed and marked as **Annexure 'E'**;

P. The Developer is entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinabove;

Q. The Developer is in possession of the Project Land;

R. The Structure standing on the said Property consists of a chawl originally occupied by 68 (sixty-eight) tenants/occupants and an industrial shed that has been demolished by the erstwhile owners;

S. The erstwhile owner / developer Mazda Realty Private Limited was in the process of negotiating with the 69 (sixty-nine) existing tenants/occupants occupying the Structures in the said Property and had agreed to provide them permanent accommodation in the new building(s) to be constructed as per the Rules, Regulations and Bye-Laws laid down under the MHADA as well as the Mumbai Building(s) Repairs and Reconstruction Act. The Developer has now taken over the negotiations with the existing tenants / occupants of the Structures. Thus, the said tenants/occupants are to be rehabilitated in the new building to be constructed on the said Property on ownership basis and as per the terms and conditions recorded in the Agreements entered into with each of them;

T. The Developer has proposed to develop the said Property by (1) constructing exclusive rehabilitation building for 52 existing tenants/occupants ("**Wing B**") to be known as '**Stardeous**'; (2) the development and construction of building comprising of specific Flats/Shops identified for rehabilitation of balance 17 existing tenants / occupants and Flats identified for sale in the open market ("**Wing A / Building**") (Wing A and Wing B will be collectively referred to as "**Buildings**") to be known as '**Stardeous**'; (3) the development of the common amenities and facilities for use of the occupants of the Building ("**Common Areas and Facilities**"), in accordance with the plans that may be amended by the concerned authorities from time to time;

U. The flats/tenements/shops identified for rehabilitation of the 69 (sixty-nine) existing tenants / occupants in portion of Wing A / Building and Wing B are collectively referred to as "**Rehab Component**" and the flats identified in Wing A / Building for free sale in the open market is referred to as "**Sale Component**";

V. The Developer is constructing the Building as a mixed use residential and commercial complex comprising of basements, ground floor, commercial/shopping establishments, car-parking spaces, residential flats, refuge areas, service floors and terrace with overhead utilities/tanks, etc. to be known as the "**Stardeous**", by utilizing the Maximum Development Potential (*as defined herein below*) available in respect thereof or other properties, in accordance

with the plans that may be amended by the concerned authorities from time to time. The Developer has retained to itself absolute, exclusive and full right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign the balance of the Maximum Development Potential, whether arising prior to the date of this Agreement or at any time hereafter at any time in the future, at its sole and absolute discretion.

W. The latest sanctioned layout in respect of the said Property is annexed hereto as **Annexure 'F'**;

X. The Developer has obtained various permissions in respect of the development of the said Property and construction of Wing A. The key Approvals obtained are setout in **Annexure 'G'**;

Y. The Developer has registered the Wing A / Building excluding the Rehab Component as an independent real estate project under the provisions of the Act read with applicable rules for the State of Maharashtra ("**Project**") with the Real Estate Regulatory Authority and the said Authority has duly issued the Certificate of Registration bearing No. [●] dated [●]; authenticated copy is attached in **Annexure 'H'**;

Z. The requisite approvals and sanctions for development of the Property are already applied for and / or in the process of being obtained in the name of the Mazda Realty Private Limited and upon receipt of all approvals, the Developer will intimate the concerned authorities regarding change in developer of the Project and request for transfer for the approvals in its name;

AA. The Project will have amenities as mentioned in the **Fourth Schedule** hereunder written;

BB. The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

CC. The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the Building and accordingly the Project is being developed under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof);

DD. As provided under the Proviso to Rule 4(4) of the RERA Rules, the Developer will be entitled to and have a right, if they so desire, to amalgamate the said Property with any one or more of the adjoining properties and to utilise the F.S.I. thereof inter alia on any portion of the said Property and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the Municipal Corporation of Greater Mumbai ("**MCGM**") and the other concerned authorities, without any reference to the Purchaser/ Society/ Condominium, as the case may be;

EE. The Purchaser has demanded from the Developer and the Developer has provided to the Purchaser, inspection of all title deeds and documents relating to the said Property, orders, the plans, design and specification prepared by the Architect of the Developer, In-Principal Approvals, all the endorsements on the I.O.D., the CC and all other documents specified under RERA or any

other enactment as may be in force from time to time and the Rules and regulations made thereunder. The Purchaser has, prior to the date hereof, examined copies of all the documents and papers referred to above and has caused the same to be examined in detail by his/her/its Advocates and Consultants;

FF. The Purchaser confirms that they have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;

GG. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project and upon due observance and performance of which only, the full Occupation Certificate and Building Completion Certificate in respect of the Project shall be granted by the competent authority;

HH. The Developer has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;

II. The Developer shall be entitled to the entire unconsumed and residual FSI in respect of the said Property, and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights (“TDR”), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various schemes as mentioned in the DCR or based on any expectation of increased FSI which may be available in future on modification of DCR or any other regulations which are applicable to the development of the said Property in the present layout and the Developer will be entitled to and have right, at its sole discretion to amalgamate the said Property with one or more of the adjoining properties and to utilize the FSI thereof *inter-alia* on any portion of the said Property and/or amalgamated layout and also to sub-divide such amalgamated property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developer and that neither the Purchaser/s nor the Organization/Apex Body/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

JJ. A portion of the FSI utilized in the development of the Property is being utilized for the rehabilitation of existing tenants/occupants in Wing A and Wing B and the Developer has expressly informed the Allottees / Purchasers of the Sale Component in the Wing A of the same;

KK. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the said Property as a singular/ amalgamated and/or as a sub-divided layout in full or in part(s), in accordance with the applicable law from time to time which may inter-alia, include construction of Wing A and Wing B in consonance with proposed lay-out in phase-wise manner on such layout, whether presently reserved for buildable/non-buildable reservations, open

space due to proposed changes in layout by implementing various schemes as mentioned in DCR or based on expectation of increased FSI which may be available in future on modification of DCR, which are applicable to the development of said Property and/or the amalgamated and/or sub-divided layout, at the case may be, at the sole discretion of the Developer *inter alia* in consonance with the DCR;

LL. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed and consented that the Developer shall have all the rights in respect of the development of said Property and the Purchaser/s will not object to the same;

MM. As requested by the Purchaser, the Developer has agreed to sell and the Purchaser/s has/have agreed to purchase, on the terms and conditions hereinafter appearing, on what is known as 'ownership basis', a Flat as described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Flat**") at or for the lump sum Consideration (hereinafter referred to as the "**Consideration**") also specified in the said **Annexure 'A'** and as incidental thereto, has also agreed to grant to the Purchaser/s the right to use **Car Parking** as described in the Second Schedule hereunder written (hereinafter referred to as the "**Car-parking Spaces**") subject to the superintendence and rules and regulations formulated by the Society / Condominium / Entity / Apex Body to be formed in relation thereto. The said Flat is shown by Red outline and hatched on the floor plans hereto annexed and marked as **Annexure 'I'**; and

NN. In pursuance of the provisions of RERA, the Parties are executing this Agreement for Sale in respect of the said Flat and agree to register this Agreement with the office of the Sub-Registrar of Assurances under the provisions of the Registration Act, 1908.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not form an operative part of this Agreement or schedules and shall be ignored in construing the same.
- 1.2 The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the provisions of this Agreement and has/have agreed that the Developer shall have all the rights in respect of the said Building and the Purchaser/s will not object to the same;
- 1.3 In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
 - 1.3.1 '**Agreement**' shall mean this Agreement together with the Schedules, and annexures hereto and any other deed and/or document(s) executed in pursuance

hereof.

- 1.3.2 ‘**Applicable Law**’ shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time.
- 1.3.3 ‘**Authority**’ shall mean the Real Estate Regulatory Authority appointed under RERA read with MahaRERA Rules.
- 1.3.4 ‘**Building**’ shall mean Wing A forming part of the Project.
- 1.3.5 ‘**Car-Parking Space/s**’ shall mean the car-parking spaces more particularly described in the **Second Schedule** hereunder written.
- 1.3.6 ‘**Carpet Area**’ shall mean (i) the RERA carpet area of the Flat computed in accordance with Circular No. 4/2017 dated 14th June, 2017 issued by the Authority and (ii) carpet area of the enclosed and open balcony/decks as per sanctioned Building Plans (“**Exclusive Balcony/Decks**”).
- 1.3.7 ‘**Common Areas / Common Areas and Facilities**’ shall mean (a) common areas specified in **Part A** of the **Third Schedule** hereunder written which are to be utilized by all the occupants of the said Building; and (b) the areas available for the exclusive use of the Purchaser/s specified in **Part B** of the **Third Schedule**.
- 1.3.8 ‘**Consideration**’ shall mean the aggregate of the Purchase Price and taxes payable by the Purchaser in relation to this Agreement.
- 1.3.9 ‘**Common Infrastructure**’ shall mean amenities like gates, access roads (also for construction), STP, underground water tank, internal roads, security cabin, drainage, gardens, ramp, DG Sets, sub-station etc., provided by the Developer for the use and convenience of the flats purchasers of all the Building constructed on the said Property and/or any other buildings that may be constructed in future phases on the said Property.
- 1.3.10 ‘**Defects**’ shall mean any structural defects in the said Building or any other defect in workmanship, quality or provision of services by virtue of the same not being of the same quality as detailed in this Agreement which are brought to the notice of the Developer by the Purchaser/s as being ‘defects’ within the meaning of this clause within 5 (five) years from the date of handing over of the possession of the Flat to the first purchaser/s in the Project but specifically excludes defects in the Flat due to any work/activity like water proofing or seepage or leakage issues etc. carried out by any flat purchaser/s including the Purchaser/s, in the said Building or any use of equipment in the manner not consistent with the user manuals/guidelines as may be prescribed by the Developer/association of purchasers/s of the said Building.

- 1.3.11 **‘External Development Works’** shall mean Common Infrastructure and Common Areas and Facilities, provided for the beneficial enjoyment of the Flat Purchasers, Developer, their respective Directors, guests, nominees, employees in respect of the Building constructed on the said Property and/or any other buildings that may be constructed in future phases on the said Property and more particularly set out in **Part A of Fourth Schedule** hereunder written.
- 1.3.12 **‘Exclusive Deck/Enclosed Balcony Area’** shall mean the floor area of the deck and/or balcony or verandah as the case may be in respect of the Flat meant for the exclusive use of the Purchaser/s.
- 1.3.13 **‘Flat’** shall mean the Flat more particularly described in the **Second Schedule** hereunder written and delineated on the floor plan annexed hereto as **Annexure ‘I’**.
- 1.3.14 **‘Force Majeure’** shall have the meaning assigned to it under the RERA Act and the MahaRERA Rules made thereunder including any statutory interpretation thereof.
- 1.3.15 **‘Interest’** shall mean the simple interest at State Bank of India highest Marginal Cost of Lending Rate (“MCLR”) plus 2% (two percent) per annum. The Marginal Cost of Lending Rate shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October and the same shall be the MCLR applicable for the quarter. Provided that in case the State Bank of India MCLR is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to general public.
- 1.3.16 **‘Internal Development Works’** shall mean the works more particularly set out in **Part B of Fourth Schedule** hereunder written.
- 1.3.17 **‘Liquidated Damages’** shall mean an amount equivalent to 1% (One Percent) of the Purchase Price.
- 1.3.18 **‘Limited Common Areas’** shall mean areas to be utilized by only specified persons, who shall be entitled to beneficial enjoyment of those areas / the areas available for the exclusive use of the Allottee/s specified in **Part B of the Third Schedule** hereunder written.
- 1.3.19 **‘Advance Maintenance Charges’** means an amount as set out in **Annexure ‘A’** annexed hereto to be paid by the Purchaser as advance towards the maintenance (without interest). The Developer shall utilize such advance towards payment of the Outgoings in respect of the said Flat.
- 1.3.20 **‘Maximum Development Potential’** shall include (a) permissible zonal FSI/BUA available in respect of the said Property, (b) TDR FSI that may be permitted for consumption of the said Property including as per Notification of Government of Maharashtra dated 16th November, 2016 bearing No.TPS.1813/3067/ CR-

122/MCORP/12/ UD-13 (c) Incentive FSI i.e. additional FSI/BUA that may be permitted on payment of premium; (d) fungible FSI/BUA as may be permitted (e) FSI/TDR/Incentive FSI arising out of D.P. Road, reservation, Heritage TDR, Incentive FSI, FSI/TDR on account of DCR 58 (Mill Land Policy); (f) other permissible FSI/BUA like for staircase, lift, lift lobby and other areas permitted, available either by way of payment of premium, or free or otherwise howsoever; and (g) increase in FSI/BUA in (a), (b), (c), (d), (e) and (f) above and otherwise howsoever on account of any change in policies, laws, Development Control Regulations (“DCR”) (including Development Plan ‘34), different user or otherwise howsoever (h) additional FSI/BUA which is now available or which may become available in future, arising/emanating from the said Property (including portions thereof under D.P. Roads set back etc.), or of any other property/properties under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, of the said Property or in respect of the amalgamated property (i.e. in the event of the said Property being amalgamated with any one or more properties).

- 1.3.21 ‘**Occupation Certificate**’ shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966.
- 1.3.22 ‘**Outgoings**’ shall mean the sum of property taxes, building maintenance charges, common area maintenance charges, facility management charges and any such other charges, as applicable and payable by the Purchaser.
- 1.3.23 ‘**Other Amounts and Deposits (OAD)**’ shall mean the amounts and deposits to be paid by the Purchaser/s to the Developer as listed out in **Annexure ‘A’** annexed hereto.
- 1.3.24 ‘**Possession Date**’ shall mean [●] subject to the provisions of Clause 10 hereinbelow.
- 1.3.25 ‘**Project/Real Estate Project**’ shall mean the development of Wing A / Building, without / excluding the Rehab Component and includes Common Areas as provided herein and bearing RERA Registration No. [●].
- 1.3.26 ‘**Purchase Price**’ shall mean the net amount payable to the Developer towards purchase of the Flat excluding taxes and all other charges payable as per the installment’s setout in **Annexure ‘B’**.
- 1.3.27 ‘**RERA**’ means Real Estate (Regulation and Development) Act, 2016 read with the MahaRERA Rules, all clarifications, orders and notifications issued by the Authority from time to time and all amendments/modifications re-enactments thereto.
- 1.3.28 ‘**RERA Rules**’ means Real Estate (Regulation and Development) (Registration

of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and all notifications, circulars and orders issued thereunder or by the authorities constituted thereunder from time to time.

1.3.29 **'Rehab Component'** shall mean flats/tenements/shops identified for rehabilitation of the 69 (sixty-nine) existing tenants / occupants in portion of Wing A and Wing B.

1.3.30 **'Society/Association'** shall mean the common organization / society / condominium / company to be formed of all the flat purchaser/s of the flats/units in the Building.

1.3.31 **'Sale Component'** shall mean flats identified in Wing A / Building for free sale in the open market.

1.4 **INTERPRETATION**

1.4.1 Words importing the singular include the plural; words importing the masculine shall import the feminine; and vice versa, unless contrary to the terms, conditions and context of usage.

1.4.2 The words "include" and "including" are to be construed without limitation, unless contrary to the terms, conditions and context of usage specified therein.

1.4.3 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment or modifications (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

1.4.4 In addition to the terms defined in Clause 1.3, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. **PLANS DESIGNS AND SPECIFICATIONS**

2.1 The Developer shall construct the Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Parties hereto agree that the Developer will/have observe/d, perform/d and comply/d with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall/have, before handing over possession of the Flat to the Purchaser, obtain/d from the concerned local authority, the Part OCs as mentioned herein subject to the Authorities imposing standard terms and conditions on the Developer for obtaining such Occupation Certificates. The Purchaser consents to all acts of the Developer in relation the aforesaid.

- 2.2 The Flat shall have the specifications and amenities set out in **Annexure 'J'** hereto. The Purchaser/s has/have satisfied himself/ herself/ itself/ themselves about the design of the said Flat and also about the said specifications and amenities to be provided therein.
- 2.3 Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser. The Purchaser hereby gives his/her/its/their irrevocable consent to the Developer to make any minor addition or alteration in the said Flat, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural or structural reasons. The Developer shall make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser/s and the Society of the flat purchasers will not object to carrying out such additional/alteration construction by the Developer on ground of nuisance or on any other ground.

3. PURCHASE OF THE FLAT AND CONSIDERATION

- 3.1 The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee the Flat as described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Flat**") at or for the Purchase Price also specified in the said **Annexure 'A'** and as incidental thereto, has also agreed to grant to the Purchaser/s the right to use **Car Parking** as described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Car-parking Spaces**") subject to the superintendence and rules and regulations formulated by the Society / Condominium / Entity / Apex Body to be formed in relation thereto. The said Flat is shown by Red outline and hatched on the floor plans hereto annexed and marked as **Annexure 'I'**.
- 3.2 The total aggregate consideration amount for the Flat including covered parking spaces is specified in the said **Annexure 'A'**. The Purchaser/s has agreed to pay the Consideration as specified herein, without any set-off or adjustment whatsoever.
- 3.3 The Purchase Price (forming part of the Consideration) shall be paid by the Purchaser to the Developer in installments specified in **Annexure 'B'** after deducting there from TDS on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Purchaser/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by her/him/them in this behalf, 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 within 15 (fifteen) days from the due date for furnishing the challan-cum-statement in Form No.26QB, so as to enable the Developer to give credit to the Purchaser/s for the same.
- 3.4 The said Purchase Price is inclusive of the proportionate price of Common Areas and Facilities specified in the **Third Schedule** hereto. The said computation may change resulting in an increase or decrease in the percentage of undivided interest in the event of

- there being change in the building plans. The apportionment of Common Areas and Facilities is notional and the same is subject to change. The Purchaser/s hereby expressly consent/s to such changes in the said undivided share and hereby expressly authorizes the Developer to so increase or decrease the said share of the Purchaser/s in the Common Areas and Facilities.
- 3.5 The Purchase Price shall be payable by the Purchaser to **“Heston Builders Project Collection Escrow A/c”** bearing Bank Account No. **57500001198397** maintained with **HDFC Bank, Tulsiani Chambers Branch** with IFSC Code **HDFC0000001** (**“the said Account”**).
- 3.6 The Purchase Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the [Flat/Plot]. In addition to the Purchase Price the Purchaser agrees to pay to the Developer, GST and or any other taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the Flat and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, (whether payable now or in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement in relation to the said Flat and the Car-Parking Spaces, shall be borne and paid by the Purchaser alone and the Developer shall not be liable to bear or pay the same or any part thereof.
- 3.7 The Purchase Price is escalation-free, save and except escalations/increases, due to increase on account of levy or premium or security deposit or fire safety or betterment charges or security deposit or development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Purchaser/s agree/s to pay to the Developer such proportionate share of the Purchaser/s within seven days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Purchase Price does not include the same.
- 3.8 The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once

granted to an Allottee by the Developer.

- 3.9 The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s 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 (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area outside the defined limit then Developer shall refund the excess money paid by Purchaser/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 3.10 The Purchaser authorizes the Developer to adjust/appropriate all payments made by him / her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner. All the aforesaid amounts paid by the Purchaser will be proportionately adjusted by the Developer first towards the outstanding interest if any due and thereafter towards the Consideration/Purchase Price payable by the Purchaser under this Agreement.
- 3.11 It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the Consideration and all other amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer shall, in respect of the Consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the said Flat. All the aforesaid amounts paid by the Purchaser will be proportionately adjusted by the Developer first towards the outstanding interest if any due and thereafter towards the Consideration/Purchase price payable by the Purchaser under this Agreement. It is an essential and integral term and condition of this Agreement that the title to be created in respect of the said Flat under this Agreement in favour of the Purchaser/s, will only crystallize, upon full amount of the said Consideration/ Purchase price as aforesaid, as well as all Other Amounts & Deposits payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer in full along with all the requisite Form 16B for all amounts of TDS under this Agreement and/or in respect of the said Flat.
- 3.12 The Purchase Price mentioned in clause hereinabove, has been arrived at and mutually agreed to after having taken into consideration the following-
- 3.12.1 The facts as stated in Clause 7 hereinbelow, inter-alia, regarding Maximum Development Potential, Clause 5 herein below regarding External Development Works and the Clause 16 regarding the Rights of the Developer that the same may cause inconvenience to the Purchaser/s; or

3.12.2 The Purchaser/s shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below; or

3.12.3 The Purchaser/s having to bear the inconvenience, noise, irritation and nuisance which would be caused when the Developer undertakes additional construction.

4. CAR PARKING SPACE

4.1 The Car Parking Space has been allotted by the Developer to the Purchaser on the express understanding that it is ancillary to the use to the Flat and not independent thereof.

4.2 The allotment of the Car Parking Space shall be subject to the ratification of the Society/Association that may be formed in respect of the Building. The rules governing the use of such car parking space shall be framed and administered by the Society or Common Organization or the Apex/Federal Society of the flat purchasers of all the buildings constructed on the said Property.

5. EXTERNAL DEVELOPMENT WORKS

5.1 It is proposed to develop various facilities and amenities that may be constructed/provided for the use and convenience of the flats purchasers of all the buildings constructed on the said Property viz Building and/or any other buildings that may be constructed in future phases on the said Property whether provided by the Developer now or in future are hereinafter collectively referred to as “**Common Areas and Facilities**”. In the event of other facilities being provided as aforesaid, the same shall also form part of the External Development Works as and when developed. The use of the External Development Works (irrespective of whether provided now or in the future) shall be subject to payment of fees, periodic subscription as well as usage charges together with applicable GST as per the policy to be framed and decided by the Developer at such time in the future at its sole discretion.

5.2 During the development of the said Property, the Developer has proposed to provide common amenities like gates, access roads including for construction, STP, underground water tanks, internal roads, security cabins, gutters, gardens, ramp, DG Sets, sub-station etc. for the use and convenience of the flats purchasers of all the buildings constructed on the said Property and/or any other buildings that may be constructed in future phases on the said Property (hereinafter referred to as “**the Common Infrastructure**”).

5.3 The Common Areas and Facilities and the Common Infrastructure are hereinafter collectively referred to as “**External Development Works**”.

5.4 The External Development Works shall be shared by Building and the future constructions that may be carried out on the said Property, TO THE INTENT that the holders/acquirers/occupants of the flats/units of Building(s) and such future constructions, the assignees/nominees of the Developer, shall be entitled to utilize the External Development Works and the Purchaser/s and/ or the Society/Association of the Purchaser of flats in Building(s), as and when formed shall not object to the same.

- 5.5 Save and except the Common Infrastructure, the Developer has reserved the right to amend, modify and reduce the other Common Areas and Facilities without prior intimation to the Purchaser/s and the Purchaser/s has granted their express consent to amend, modify and change the same.
- 5.6 The Purchaser shall be entitled to use but shall not be entitled to claim any right in the Common Areas and Facilities/External Development Work as specified in **Part A of Fourth Schedule** and Internal Development Work as specified in the **Part B of Fourth Schedule** hereunder written, except in the manner and to the extent specified in this Agreement.
- 5.7 The Purchaser has understood the entire project and also the amenities and facilities proposed to be provided in relation thereto and confirm that the decision for the purchase of Flat are on the basis of the said disclosures made in this Agreement.

6. TITLE

- 6.1 The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the owner to the said Property described in the **First Schedule** hereunder written and the right of the Developer to develop the said Property by constructing Building(s) and the Purchaser/s has no objection in relation thereto. The Purchaser has also perused title the Title Certificate of K. Ashar & Co. (Advocates & Solicitors) dated 31st March 2023 certifying the title of the Developer to the said Property.
- 6.2 The Purchaser/s hereby declare/s and confirm/s that the Developer has prior to the execution hereof, specifically informed the Purchaser/s that
- 6.2.1 The Developer have mortgaged the said Flat including its share, right, title and interest in the said Property for the financial facilities to be granted to them. A copy of the NOC from [●] for allotting the Flat is annexed hereto and marked as **Annexure 'K'**.
- 6.2.2 The title deeds relating to the said Property have been/ may be deposited with the said Bank/Financial Institutions as security for repayment of loans advanced hereafter by the said Banks to the Developer.
- 6.3 The Purchasers agree and confirm having given their express consent to the Developer to raise further loan against the security of or to create collateral security in respect of the unsold flats in Building(s), the said Property and all the residuary right, title and interest in the Building(s) to be constructed in the said Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Developer, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties. It is further expressly agreed by and between the parties hereto that any such

loan liability or facility granted to the Developer, in so far as the same pertains to or affects the said Flat directly, shall be discharged and cleared by the Developer as the case may be at its own costs and expenses.

- 6.4 The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Developer hereafter in this regard, and within 7 (seven) days of receiving the Developer's written intimation in this regard, sign, execute and give to the Developer, and in such form as may be desired by the Developer, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Developer offering and giving the said Property and/or the Real Estate Project proposed to be constructed on the said Property by the Developer, as security (save and except the said Flat) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Developer have entered into this Agreement.
- 6.5 The Developer shall be liable to compensate to the Purchaser/s, in case of any loss caused to him/her, only to the extent that such defects in title are known to the Developer as on the date hereof.

7. DEVELOPMENT POTENTIAL OF SAID PROPERTY:

- 7.1 The Purchaser has hereby given his/their irrevocable consent for the consumption of the Maximum Development Potential of Building(s) and/or any other structures proposed to be constructed thereon and for the amendment and revision of the layout and the building plans of the Building(s) for this purpose. The Purchaser is aware and hereby expressly records, declares and confirms that right of the Purchaser/s of the said Building and/or the Society/Association of Building(s) or any other common organization formed of the flat purchasers of the said Building shall be restricted to the FSI utilized in construction of Building(s) as per the final approvals from the MCGM and in the event the Building(s) is destroyed, damaged or falls in future, the Purchaser/s herein alongwith all the other purchaser/s in respect of Building(s) shall be entitled to reconstruct the same at the same location by utilizing the Building(s) FSI only and they shall have no claim against the balance Maximum Development Potential available in respect of the said Property. The Purchaser/s hereby expressly confirms that the entire balance Maximum Development Potential shall vest with and belong to the Developer for construction of structures on the said Property. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Developer shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance/Perpetual Lease in respect of the said Property jointly in favour of the Society/Association of Flat Holders of the Building constructed or to be constructed on the said Property.

- 7.2 In this agreement, the words Floor Space Index (**F.S.I.**) or Floor Area Ratio (**F.A.R.**) and Transferable Development Rights (**TDR**) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The word **Maximum Development Potential** has been defined in Clause 1.3.20 hereinabove.
- 7.3 The Purchaser hereby agrees, accepts and confirms that the Developer proposes to develop the said Property by utilization of the Maximum Development Potential available in respect of the said Property. The Developer shall be entitled to make such additions, alterations, amendments, deletions and/or shifting in the layout of the said Property at any time in future as may be deemed necessary by the Developer, without the consent of the Purchaser/s which may include but shall not be limited to construction of a new building in place of the demolished structure/s, relocating either partly or fully the R.Gs area/s or External Development Works located anywhere on the said Property to any other part of the said Property, etc. and further for the aforesaid purposes the Developer shall also be entitled to make such changes in the Latest Plans in respect of Building(s) PROVIDED HOWEVER that such change shall not affect, in any manner whatsoever, the area and location of the Flat agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give their express and unequivocal consent to the same. Provided always that the Developer shall be at liberty at any time in the future, at its sole discretion, to change, amend, modify and alter the layout, scope, scale and user of the said Property or any part thereof and the Purchaser/s has granted their express consent to amend and change the Layout in respect of the said Property.
- 7.4 As provided under the Proviso to Rule 4(4) of the RERA Rules, the Developer will be entitled to and have a right, if they so desire, to amalgamate the said Property with any one or more of the properties and to utilise the F.S.I. thereof inter alia on any portion of the said Property and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as “**MCGM**”) and the other concerned authorities, without any reference to the Purchaser/ Society/Association of Building(s), as the case may be;
- 7.5 The said Property has access from an existing 38.49 metres wide D.P. Road known as Sane Guruji Marg (Arthur Road) as shown by **Yellow** color on the plan being **Annexure ‘C’** hereto (“**D.P. Road**”).
- 7.6 The Developer is also entitled to load TDR on said Property in terms of the Development control regulations as may be amended from time to time.
- 7.7 The Purchaser agrees and admits that all additional Development Potential that may become available in relation to the said Property whether by virtue of the provisions aforesaid or otherwise, will remain the sole and exclusive property of the Developer and shall be utilized at any time in the future, at the discretion of the Developer, by the Developer or by its nominee/assignee either by way of construction of new building or extension of any of the building/s/phase/s in the said Project and/or in the remainder of the said Property.

- 7.8 The Transferable Development Right (TDR) and/or the Development Right Certificate (DRC) which may be at any time issued for the said Property or any part thereof or arising out of Development of the said Property shall always belong to the Developer. The Developer shall be entitled to sell, dispose of or alienate the Transferable Development Right (TDR) and/or Development Rights Certificate (DRC) in respect of the said Property or any part thereof to any person or persons of their choice. The price or Purchase Price received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the Developer. Provided further that adequate clauses to reserve or protect this right of the Developer shall be made in the Conveyance or Lease in respect of the said Property which is to be executed by the Developer jointly in favour of the common organization that may be formed in respect of all the buildings to be constructed on the said Property;
- 7.9 The Purchaser/s is/are aware that Developer shall be entitled to and may club/amalgamate and/or sub-divide the development of inter-alia the said Property (or part thereof) with the adjacent lands, whether as a common integrated layout with inter-alia the said Property (or part thereof) or otherwise, in a phase wise manner in accordance with necessary approvals / sanctions from the concerned authorities.
- 7.10 The Purchaser/s in their personal capacity as also in their capacity as members of the Society / Condominium / Company when formed and registered hereby give their unequivocal and express consent to the construction of Building(s) by the Developer and/or its nominee/s and assigns by the utilization of the balance Maximum Development Potential available in respect of the said Property as hereinabove contained.
- 7.11 The aforesaid rights of the Developer shall be deemed to be a covenant running with the land.

8. COMMON ACCESS / DRIVEWAY

- 8.1 For access to the said Property from the existing D.P. Road known as Sane Guruji Marg (Arthur Road), there is an driveway of 9 meters wide on the west side of the Building and 6 meters wide on the East side of the Building (hereinafter referred to as the “**Main Common Access**”) which continues as a common driveway on the Building(s) and/or any other structures that may be proposed to be constructed on the said Property in future (“**Common Driveway**”) and which may also be used for construction by the Developer workmen/contractors and labourers, and both of which are is shown in **Green** colour wash on the plan annexed hereto and marked as **Annexure ‘C’**.
- 8.2 The purchasers of flats/ units/ structures, the Developer and its authorized personnel, guests, servants, employees shall have right of way over the Main Common Access and Common Driveway to enable them to access the Building and/or such other structures as may be constructed on the said Property including External Development Works.
- 8.3 The Purchaser agree that he shall from time to time and at all times hereafter, as a part of the contribution to the maintenance of External Development Works in terms of this Agreement, contribute monies for the maintenance of the Main Common Access and Common

Driveway.

- 8.4 The Developer has informed the Purchaser that there are several amenities which are proposed to be provided by the Developer on the said Property. Some amenities will have been divided and / or shared between the various projects within the common layout. The Purchaser will not insist upon access to amenities on the said Property other than the amenities expressly provided in the Agreement. The Purchaser is aware that the Project forms part of the said Property which is being developed by the Developer in phases.

9. DELAY IN PAYMENTS BY PURCHASER AND CONSEQUENCES THEREOF

- 9.1 It is an essential and integral term and condition of this Agreement, that only upon the payment of the Consideration and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Developer (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Developer under this Agreement and/or in respect of the said Flat.
- 9.2 If the Developer fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in RERA, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer, interest as specified in RERA, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer till the date such amounts are fully and finally paid together with the Interest or are recovered by the Developer from the sale of the Flat.
- 9.3 Without prejudice to the right of Developer to charge Interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 (three) defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement:
- 9.4 Provided that, Developer shall give notice of 3 (three) separate notices in writing to the Allottee of 15 (fifteen) days (“**Default Notice**”), either by Courier / Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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.
- 9.5 Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer on the manner detailed in Clause

9.6 below) within a period of 30 days of the termination the instalments of Consideration of the Flat which may till then have been paid by the Allottee to the Developer..

9.6 Upon such termination by the Developer the consequences hereunder shall follow:

9.6.1 The Purchasers shall cease to have any right or interest in the said Flat and the said Car-Parking Spaces or any part thereof;

9.6.2 Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Developer and/or the Flat and Car Parking Spaces and the Developer shall be entitled to sell, transfer, deal with and/or dispose of the Flat and allot the Car Parking Spaces at such consideration and on such terms and conditions as they may deem fit and proper.

9.6.3 Upon realization of the entire sale consideration from the new purchaser of the said Flat, the Developer shall refund to the Purchaser/s within 30 (thirty) days ONLY the amount of Purchase Price paid by the Purchaser/s to them excluding the amount of taxes and other charges paid in pursuance of this Agreement, after deducting therefrom the following amounts:-

9.6.3.1 5% (Five per cent) of the Purchase Price of the said Flat (which is to stand forfeited by the Developer) as and by way of agreed genuine pre-estimate of liquidated damages not in the nature of penalty;

9.6.3.2 Taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat up to the date of termination of this Agreement;

9.6.3.3 The costs incurred by the Developer in finding a new buyer including expenses incurred that are directly attributable to the sale of this Flat such as brokerage, referral fees, gifts or tokens given at the time of booking;

9.6.3.4 The Interest payable by the Purchaser/s to Developer in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the said Flat; and

9.6.3.5 In the event of the said resale price being less than the Purchase Price mentioned herein, the difference between the Purchase Price and the resale price.

10. POSSESSION OF THE FLAT:

10.1 The Developer shall give possession of the Flat to the Allottee on or before [●] day of [●], 20[●], upon receipt of all payments hereunder from the Purchaser and Purchaser not being in breach of any of the terms and conditions of this Agreement.

10.2 Provided that the Developer shall be entitled to reasonable extension of time for giving

delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

- (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.

10.3 The Developer shall endeavor to make operational the External Development Works within one (1) year of the handing over possession of the said Flat.

11. PROCEDURE FOR TAKING POSSESSION:

11.1 **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees per the Agreement, shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Developer shall give possession of the Flat to the Allottee. The Purchaser/s shall make payment of the entire balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Developer intimating in writing to the Purchaser/s that the Flat is ready for possession (“**IOP**”/**Intimation of Possession**”). The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

11.2 The Allottee shall take possession of the Flat within 15 (fifteen) days of the IOP/Intimation of Possession from the promotor to the Allottee intimating that the said Flats are ready for use and occupancy.

11.3 **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Developer as per Clause 11.1, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement in relation to the use and occupation of the Flat, the Car-Parking Spaces, the Internal Development Works and the External Development Works, and the Developer shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in Clause 11.1 such Allottee shall continue to be liable to pay Outgoings as applicable.

11.4 Upon the Purchaser/s taking possession of the said Flat, he/she/they/it shall have no claim against the Developer in respect of any item of work in the said Flat, except to the extent provided herein or as provided under RERA.

12. DEFECT LIABILITY

12.1 The Developer has undertaken due care in the development of the Flat and has in good

faith paid for products and services generally of good quality.

- 12.2 The Purchaser/s agrees that it shall not during a period of 5 (five) years from the date of offering possession of the Flat carry out any alterations of whatsoever nature in the Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, plumbing, water supply connections or any of the erection (including Flooring, walls) in the Toilets/ Kitchen including interalia that may result in seepages. If any of such works are carried out then the Developer shall not be responsible for any alleged defects in relation to the said Flat.
- 12.3 Subject to the aforesaid, if within a period of 5 (five) years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat 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 Developer, compensation for such defect in the manner as provided under the Act.
- 12.4 The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 12.5 It is clarified that the liability of the Developer to remedy defects if any, shall not extend to:
- 12.5.1 any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other Purchasers in the Real Estate Project (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project;
- 12.5.2 any such defects if the same have been caused by reason of any additions and alternations in any of the other flats, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/Flat done by the Purchaser and/or any other Purchasers in the Real Estate Project (including the family members, servants, occupants, licensees of such Purchasers);
- 12.5.3 any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Flat or the fixtures or fittings provided therein.
- 12.5.4 Subject to the aforesaid, if within a period of 5 (five) years from the date of offering possession of the said Flat to the Purchaser, any structural defect in the Building or in the material used therein (excluding normal wear and tear) is brought to the notice of the Developer by Purchaser, wherever possible the

Developer agrees that it shall rectify such defect at its own cost and expense. In the event it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, reasonable compensation of rectifying such defects as may be determined by the architect of the Developer.

13. FORMATION OF THE ENTITY AND OTHER ENTITIES:

- 13.1 The Developer shall make necessary application to form a co-operative housing society of the Building to comprise solely of the Purchaser/s and other purchasers of flats/units/premises in the Building within 3 months from the date of which fifty one percent (51%) of the total number of allottees in the said Building have booked their apartment, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules subject to the necessary co-operation of the other purchasers (“**Society/Association of Flat Holders of Building**”).
- 13.2 The Purchaser undertakes to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Association of Flat Holders and for becoming a member, including the bye-laws of the proposed Association of Flat Holders and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s, so as to enable Developer to register the Association of Flat Holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;
- 13.3 The name of the Society shall be solely decided by the Developer. The Developer shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by the Co-operative Society or association of flat purchasers in a building forming part of the Real Estate Project without written consent of the Developer.
- 13.4 The Society/entity shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.
- 13.5 The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats/premises in the Real Estate Project, if any.
- 13.6 Notwithstanding Clause 13.1 above, the Developer shall at its sole discretion decide whether to submit the Building to the provisions of the MAO Act, for forming/ registering a Condominium or a Co-operative Society under the Maharashtra Co-op. Societies Act 1960 or incorporate a Limited Company. Such application for formation of the Society/Association of Flat Holders of Building shall be done in accordance with the provisions of RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time.

14. CONVEYANCE OF THE ENTITY AND OTHER ENTITIES:

- 14.1 Within 3 months of the completion of the Building or within such period as may be prescribed unless otherwise prescribed under the RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time whichever is later, the Developer shall execute and/or cause to be executed, a Deed of Conveyance in respect of Building, in favour of the Association of Flat Holder of Building subject to however the right of the Developer to (i) dispose off the remaining unsold apartments, car-parking spaces in the Building and (ii) consume and utilize the entire balance Maximum Development Potential in respect of the said Property.
- 14.2 Within 3 months of completion of the Building or within such period as may be prescribed under the RERA read with the clarifications, circulars and notifications issued by the competent authority from time to time whichever is later, the Developer shall execute and/or cause to be executed, a Deed of Perpetual Lease or a Deed of Conveyance in respect of the said Property subject to the right of the Developer to (i) dispose off the remaining unsold apartments in the Building and any other building/s or structures constructed on the said Property and (ii) consume and utilize the entire balance Maximum Development Potential in respect of the said Property in favour of the Society/Association of Flat Holders of all the towers constructed or to be constructed on the said Property.
- 14.3 The documents of transfer to be executed in respect of Building(s) as herein stated, shall contain inter alia adequate provisions to ensure that the rights expressly reserved to the Developer in respect of the External Development Works including the rights reserved by the Developer as setout in Clause 16 hereinbelow, are safeguarded and assured unto Developer absolutely and forever in the said Property/ Building(s), remaining Maximum Development Potential available in respect of the said Property or any portion/s thereof as stated herein and that the (undivided) portion of the said Property, Main Common Access and/or the internal/access roads and/or other undivided areas, as are/may be allotted/reserved by the Developer for the benefit of the purchaser/s of flats/premises or the holders of the rights and interest in respect of any building on the said Property are assured unto and are forever available to such persons, subject however to the right of the Developer / holders of other flats/premises in the said Property (Association formed by them) to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services;
- 14.4 At the appropriate time (as may be decided by the Developer), the Developer shall handover jointly to Associations of Flat Holders of Building the relevant documents available with them which shall be maintained and preserved by them.
- 14.5 The Association of Flat Holders of Building shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM.

- 14.6 All documents necessary for the formation and registration of the Association of Flat Holders of Building as stated herein above, shall be prepared by Advocates & Solicitors of the Developer. At the time of the execution of a Deed of Transfer as above stated, the Purchaser/s shall pay to the Developer the Purchaser's share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Lease or any other document or instruments of transfer to be executed in favour of the Society or Limited Company or filing of the declaration for formation of the condominium in the same proportion to the built up area of the respective flat which bears to the total built up area of all the flats in Building.
- 14.7 The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developer and of the purchasers of the other flats in Building.
- 14.8 The Purchaser/s is/are further aware that sub-division of portion of land on which the Building is under construction and the balance portion of the said Property is not envisaged. The Purchaser/s hereby expressly agree/s not to require or call upon Developer to obtain sub-division in respect of the Building and/or any area from and out of the said Property, including the area pertaining to the foundation of Building and/or any land surrounding Building and will not require Developer to separately convey / transfer any such portion of the said Property to the Association of Flat holders. The Purchaser/s hereby expressly agree/s to accept transfer of the title by Developer in respect of the said Flat in the manner mentioned herein and shall not require them to transfer the title in respect of the said Flat in any other manner.
- 14.9 Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of the said Property or Building or any part thereof, including the said Flat, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the said Flat shall take place in favour of the Purchaser/s on the formation of the Society/ formation of Condominium/ Company.
- 14.10 The Purchaser/s shall not be entitled to transfer or assign the benefit of this Agreement to any third party, until the entire consideration and all other dues payable by the Purchaser/s to the Developer under this Agreement are fully paid and possession of the said Flat has been duly handed over by the Developer to the Purchaser/s. The Purchaser/s shall be permitted to transfer or assign the Flat and benefit of this Agreement during the period the construction of the Project is ongoing subject to prior written consent of the Developer. The Developer will permit such assignment or transfer of the Flat subject to such terms, conditions and charges as the Developer may impose. The covenants, confirmations and obligations of the Purchaser contained under this Agreement shall be binding on all the transferee(s) of the Flat.

15. OTHER AMOUNTS AND DEPOSITS:

- 15.1 In addition to the Consideration payable in respect of the Flat the Purchaser/s shall be liable

- to pay to the Developer the statutory charges and Other Amounts and Deposits as set out in **Annexure 'A'** annexed hereto.
- 15.2 The Purchaser/s along with the other flat purchasers of Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance i.e. the Outgoings in respect of the Common Areas, External Development Works and Internal Development Works.
- 15.3 The Property Taxes and the building maintenance charges shall be payable in proportion to the floor area of the said Flat vis-a-vis the total area of all the Flats in the Building. The Common Areas shall be payable by the Purchaser in proportion to the Carpet Area of the said Flat vis-à-vis to the total Carpet Area of all the flats/premises constructed in all the buildings on the said Property from time to time.
- 15.4 The Purchaser/s shall be bound and liable to pay to the Developer Other Amounts and Deposits together with GST thereon as listed out in **Annexure 'A'** annexed hereto.
- 15.5 Until the Society/ Condominium/ Company is formed, the Purchaser/s shall pay to the Developer his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Developer from time to time. The Developer shall hold the Advance Maintenance Charges without interest. The Developer shall be entitled to utilize such advances towards payment of the Outgoings of the Purchaser/s. Any further payments if required shall be intimated and in the event of the Purchaser/s making any default in payment thereof regularly, as agreed to herein by him/her/them/it, the Developer will have right to take legal action against the Purchaser/s for recovering the same.
- 15.6 The Purchaser/s shall be liable to bear and pay GST and all other applicable taxes, levies, cess, surcharge, etc. that may be introduced by the Central Government, State Government and local, municipal and judicial and quasi-judicial bodies and authorities on the Other Amounts and Deposits as above.
- 15.7 The Purchaser/s along with the other flat purchasers of the Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance i.e. the Outgoings in respect of the Building, the Internal Development Work and the External Development Works.
- 15.8 Until the Society/ Condominium/ Company is formed, the Purchaser/s shall pay to the Developer his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Developer.
- 15.9 The Purchaser/s further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution per month as may be decided by the Developer from time to time towards the outgoings.
- 15.10 The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly in advance, on the 5th day of each and every

month, and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

- 15.11 Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser shall be liable to pay interest at the rate of 18% per annum, from the date of the amount becoming due till its actual payment to the Developer and/or the Developer shall have the option for adjusting such arrears against amount from the Advance Maintenance Charges lying with the Developer as mentioned hereinabove.
- 15.12 On execution of the Building Conveyance, the aforesaid deposits less any payments as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Developer), shall be paid over by the Developer to the Society/Association of Building.
- 15.13 The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire safety or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for Building or for any other purpose in respect of Building or any other tax of a similar nature is paid to the MCGM or to the State/ Central Government or becoming payable by the Developer, the same shall be reimbursed by the Purchaser/s to the Developer proportionately. The Purchaser/s agree/s to pay to the Developer such proportionate share of the Purchaser/s within 7 (seven) days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Purchase Price does not include the same.
- 15.14 The Allottee shall pay to the Developer a sum as set out in **Annexure 'A'** for meeting all legal costs, charges, and expenses, levies, fees, taxes, duties, including stamp duty and registration charges, including professional costs of the Attorney-at- Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing any documents, instruments, papers and writings including its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 15.15 At the time of registration of conveyance or Lease of the structure of the Building or wing of the Building, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such

conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the portion of the said Property, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

16. RIGHTS OF THE DEVELOPER

16.1 The Developer has informed the Purchaser/s and the Purchaser/s has given his/her/its express and unequivocal consent to the following as mentioned hereinbelow:

16.1.1 The Developer is also undertaking development on the Rehab Component in some portion of Wing A and exclusively in Wing B and the Sale Component in Wing A and the Developer shall be entitled to provide/grant easement rights of the internal roads in the said Property. In such case the Purchaser or the said Society/Association of Building shall not be entitled to raise any obstruction or objection for the same;

16.1.2 The Developer if they so deem fit, shall be entitled to transfer, assign or convey the portion of land on which Building are being constructed, to any nominee or third party on such terms and conditions and consideration as may be agreed between them and the Purchaser/s unanimously accepts and agrees to the same;

16.1.3 The Developer (or the nominee/ third party) shall be entitled to construct further additional buildings by consuming and utilization the entire balance Maximum Development Potential available in respect of the said Property;

16.1.4 The Developer (or the nominee/ third party) shall be entitled to transfer and create third party rights (in any manner as they may deem fit) in respect of the unsold units/ flats of Building and receive consideration in respect thereof;

16.1.5 The Purchasers/ Holders/ Owners of the Building or any flats/ units/ of the structures constructed thereon and their authorized guests shall be entitled to use the External Development Areas, and the Common Areas and Amenities in Building along with the flat purchasers of the Building.

16.1.6 The Developer shall be entitled to mortgage Building(s) and the portion of land on which Building is being constructed and forms part of the said Property and shall not be required to release the charge thereon even after it has completed the construction of Building and handed over the same to the Society/Association of Building to be formed in respect thereof;

16.1.7 The Purchaser/s hereby agree/s to give all facilities and co-operation as the Developer may require from time to time, both prior to and after taking possession of the said Flat, so as to enable the Developer to complete the development of the

said Property by utilization of the entire Maximum Development Potential that may become available in respect of the said Property from time to time in the manner determined by the Developer; and

- 16.1.8 The Developer has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the Latest Plans and to the approved layout of the said Property, at any time, in the future as it may be deemed necessary and also to amend/alter/ modify the numbers, size, layout and specifications as set out in Clause 7 above.
- 16.2 The Developer will, at all times, be entitled to install their logos and/or name boards, corporate signage and/or put-up advertisements boards/ hoarding etc., of their Company and/or their Group Companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as “**the Displays**”) in one or more places on Building therein including (i) open spaces/s, (ii) the terraces of Building; (iii) the compound walls (iv) entrance gate/Portal of the said Property and/or any other parts of the building and/or buildings constructed/to be constructed, if they so desire. The Purchaser/s in their individual capacity and as members of the proposed Society/Association of Building expressly grant their consent to the same and hereby agree that they shall not object to the same. The Developer and/or any of their Group Companies, will not be liable to make any payment/compensation/fee or any sums by whatever name called to the Purchaser/s and/or the Society/Association of Building for the same.
- 16.3 The Developer shall be entitled to exploit the said right at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the displays and the communication equipment, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the Power/Utility Provider, any other authority, the State Government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.
- 16.4 The Developer shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, mortgage and/or create third party rights or otherwise deal with or dispose of its right, title or interest in respect of the remaining portion of the said Property, the Maximum Development Potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Purchaser/s shall not interfere with the said rights of the Developer. All such additional construction shall be

the property of the Developer till transferred by them. The Purchaser/s shall not interfere with the rights of Developer by raising any disputes in respect of the same. The Developer shall always be entitled to sign such writings as is necessary on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of the said Property;

- 16.5 Subject as aforesaid, the said Property, including the Common Main Access/ common access/internal roads, gutters, recreational areas, gardens shall remain the exclusive property of the Developer, who shall be entitled to modify, shift, develop and deal with the same in such manner as they may deem fit.
- 16.6 It is hereby agreed by and between the parties hereto that even after formation of the Society or any other Common Organization of the flat purchasers of Building:
- 16.6.1 All the unsold flats/premises and incidental car-parking spaces in the said Building shall belong to and vest absolutely in the Developer;
- 16.6.2 The Developer shall at its option join as Developer/Member in respect of such unsold flats/premises;
- 16.6.3 The Developer shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Society/Association of Building that may be formed of all the flat purchasers of Building;
- 16.6.4 Provided further that upon such flats/premises being sold, the Society/Association of Building shall unconditionally admit the flat purchaser as members of the same without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society/Association of Building or any fund maintained by the Society/Association of Building;
- 16.6.5 In the event the Developer lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold flats/premises in Building, it shall not be liable to pay to the Society/Association of Building any amounts/ charges by whatever name called including non-occupancy charges as the flats are the unsold inventory of the Developer;
- 16.6.6 The Developer and/or its lessees/licensees/tenants and/or its nominees shall be entitled to use the Internal and External Development Works and/or other common amenities and facilities alongwith the other flat purchasers of Building;

- 16.6.7 It is further agreed that the Developer shall be liable to bear and pay only the municipal taxes at actuals in respect of such unsold flats/premises.
- 16.7 The aforesaid Clauses are of the essence and shall run with the land and the Society/Association expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the flat purchasers and (b) the inclusion of such clause in the Indenture of Conveyance/lease signed by the Developer in favour of the Society/Association.
- 16.8 The Developer shall be entitled to enter into separate agreements with the Purchasers of different flats in the said Building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the flat from the original Purchaser also.
- 16.9 The Developer have reserved to themselves (and its nominees and assigns) the unfettered and uninterrupted right of way and means of access, over and along all the Main Common Access/internal/access roads/pathways/and the ramps in the Project Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of the said Property and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building on the said Property;
- 16.10 The Purchaser/s agree/s that the Developer shall be entitled to receive back the refund of IOD deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the Society/ Condominium/ Company, the Society/ Condominium/ Company shall be bound to pay over the same to the Developer.

17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

- 17.1 The Developer hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Certificate.
- 17.2 Save and except the mortgages created in favour of [●], the Developer has clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- 17.3 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

- 17.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, the portion of the said Property and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;
- 17.5 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 17.6 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- 17.7 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- 17.8 At the time of execution of the indenture of conveyance of the Building to the association of allottees the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building to the Association of the Allottees; subject to the rights of the Developer and the flat/unit purchasers of the Developer in Building and/or any other structures that may be constructed by the Developer on the said Property to use the common areas of the Building;
- 17.9 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 said project to the competent Authorities;
- 17.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the said Property and/or the Project except those disclosed in the title report; and
- 17.11 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

18. COVENANTS AND WARRANTIES OF THE ALLOTTEE

- 18.1 The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Flat may come, hereby covenants with the Developer as follows:-
- 18.2 The Building shall always be known as ‘**Stardeous**’;
- 18.3 To maintain the Flat at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required;
- 18.4 That the Allotment of the said car parking space/s shall be subject to the superintendence and ratification of the society/ Condominium/ Entity to be formed of the Association of Flat Holders in the Building;
- 18.5 Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- 18.6 To maintain from the date the said Flat is notified by the Developer as being ready for use and occupation, at his/her/its/their own cost/s, the said Flat and carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 18.7 Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company. In case on account of any alterations being carried out by the Purchaser/s in the said Flat if any damage to the adjoining

- flat or to the flat situated below or above the said Flat (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/penalty ordered to be paid under the Applicable Laws by the Developer and indemnify and keep the Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Developer on account of any complaint or claims being made by the such adjoining flat owner or the purchaser of the flats above or below the said Flat;
- 18.8 Not to do or permit to be done any act or thing which may render void or voidable any insurance obtained by the Developer or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Developer to insure Building or Flats agreed to be sold to the Purchaser/s;
- 18.9 To abide by all the Bye-laws, Rules and Regulations of the Government, MCGM, and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- 18.10 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of Building and/or the said Property. To segregate or separate the dry garbage/trash and wet garbage/trash as per the rules and regulations of the BMC;
- 18.11 Not to enclose the elevation features or chajjas, if any and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the MCGM as an elevation feature free of FSI and cannot be converted as a habitable area of the Flat. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- 18.12 To maintain the external elevation of the building in the same form as constructed by the Developer and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the decks in the Flat;
- 18.13 Pay to the Developer within 7 (seven) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to Building;
- 18.14 To bear and pay from the date of the Developer offering possession of the said Flat, his/her/its/their proportionate share that may be determined by the Developer from time to time, of Outgoings. Such payment shall be made by the Purchaser/s on or before the 5th day of each and every calendar month in advance whether demand therefor is made or not;
- 18.15 Not to use the said Flat for any purpose other than a private residence and shall use the said car parking spaces for parking his/ their own vehicles only. The Purchaser/s shall not use the said Flat for conducting social club, recruitment agency or any other purposes. The

Purchaser/s shall park her/his/its/their vehicle only at the designated place and not elsewhere;

- 18.16 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold;
- 18.17 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up and possession of the said Flat has been duly handed over by the Developer to the Purchaser/s and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developer for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the Developer. In the event of any contravention of what is stated hereinabove in this sub-clause the Developer shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Flat as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach;
- 18.18 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body 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 said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 18.19 To remove any obstruction or nuisance that may be caused by the Purchaser/s in the said Flat / Building/ said Property forthwith on being called upon to do so by the Developer / Society/Association of Building and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer / Society/Association of Building at the costs and consequences of the concerned Purchaser/s;
- 18.20 To give all facilities, assistance and co-operation as may be required by the Developer / Society/Association of Building from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Flats on the said Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit

the Developer and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon Building/ said Flat or any part thereof to view and examine the state and condition thereof;

- 18.21 To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Developer calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Developer such compensation as may be reasonably determined by the Developer in the event of non-compliance by the Purchaser/s with the said notice the Developer shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law;
- 18.22 Not to do or omit, suffer or permit to be done any act, deed, matter or thing in relation to Building or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Developer and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Property or pertaining (in common) to Building and to any other portion/s of the said Property or which may in any manner cause any damage or injury to the rights/interest of the Developer and/or the persons who have purchased/hold Flats, using parking spaces and other flats/premises and spaces in Building;
- 18.23 Not to put up or install box grills outside the windows of the said Flat or in any other manner do any other act which would in the opinion of the Developer or the Association of the Flat holders, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of Building;
- 18.24 To maintain the external elevation of the building in the same form as constructed by the Developer;
- 18.25 The Purchaser is aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of the consideration/Purchase Price (or part thereof) in respect of the said Flat, the Purchaser shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Purchaser(s) and will be treated as a breach of the terms of the understanding herein contained. In any event, Developer and/or the financial institution/bank, being the lender to the Developer shall always have the first lien on the Flat in respect of any amount payable by the Purchaser to the Developer;
- 18.26 The Purchaser hereby represents and warrants to the Developer that the Purchaser(s)

declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non Resident Indian/s as the case may be. The Purchaser(s) understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Purchaser(s)' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Developer with such permissions, approvals, information etc., which would enable the Developer to fulfill the Developer's obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser(s) shall be the Purchaser(s)' sole responsibility. The Developer accepts no responsibility with regard to the same and the Purchaser(s) shall keep the Developer fully indemnified against any claims or losses caused to the Developer for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser(s)' residential status, subsequent to the signing of these presents, it shall be the Purchaser(s)' sole responsibility to intimate the Developer of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser(s) that the Purchaser(s) shall not hold the Developer responsible towards any third party making payments / remittance on the Purchaser(s)' behalf and such third party shall not have any right in the said Flat whatsoever;

- 18.27 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received;
- 18.28 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Property and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to her/him/they and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the portion of said Property is transferred to the Apex Body /Federation as hereinbefore mentioned;
- 18.29 The Purchaser/s shall allow the Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Flat or any part thereof for the purpose of repairing any part of the Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for Building and also for the purpose of cutting off the supply of water and other services to the Flats of any other flats/premises, in Building, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them; and

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

23. SEVERABILITY

23.1 Both Parties have executed this Agreement after consulting their respective legal advisors and on their interpretation of the provisions of RERA and the Rules made thereunder. The Purchaser specifically agrees that the Developer has not made any representations to the Purchaser as regards his/her/its rights and obligations under this Agreement.

23.2 The provisions of this Agreement are not intended to override matters which require

determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination.

- 23.3 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

24. WAIVER

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Sale Flats in the Project.

26. FURTHER ASSURANCES

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

27. WAIVER

Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part

of the Developer of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer.

28. NOTICES

All letters, circulars, receipts and/or notices to be served/sent to the Developer and/or on the Purchaser shall be deemed to have been duly served if sent to the Developer and/or on the Purchaser by Courier or Registered Post A.D. or notified Email ID/ Certificate of Posting to their respective addresses specified in the **Fifth Schedule** hereunder written.

29. JOINT ALLOTTEES

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

29.2 **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee alone.

30. SOLE REPOSITORY

30.1 This Agreement is the sole repository of the terms and conditions governing the sale of the said Flat to the Purchaser/s and overrides any other terms and conditions hereto before agreed upon between the Developer's and the Purchaser/s which may in any manner be inconsistent with what is stated herein.

30.2 As required by the Income – Tax (Sixteen Amendment) Rules, 1998, the Permanent Account No. of the Developer is as set out in the **Fifth Schedule** hereunder written:

31. DISPUTE RESOLUTION:-

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. In case of failure to settle the dispute amicably within 90 (ninety) days after commencement of discussions or such longer period as the parties agree to in writing, which shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

32. GOVERNING LAW

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 as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai for the time being in force will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO ABOVE

(Description of the said Property)

All that piece and parcel of land admeasuring 1,929.77 sq. mtrs. or thereabouts bearing Cadastral Survey No. 387 of Tardeo Division, together with a chawl and three sheds situate lying and being at 463, Sane Guruji Marg (formerly Arthur Road), Tardeo, Mumbai- 400034 in the Registration Sub-District and District of Bombay and bounded as under:

On or towards the North by: Property bearing C.T.S No. 388;
On or towards the South by: Property bearing C.T.S.No. 335;
On or towards the West by: 38.49 meter wide Sane Guruji Marg Road;
On or towards the East by: Property of Municipal Corporation of Greater Mumbai bearing C.T.S No. 1/334

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat/Premises)

Flat No. [●] admeasuring [●] square feet (RERA carpet area) together with [●] square feet of Exclusive Deck/Balcony Area on the [●] floor of Wing "A" of the Building known as "Stardeous" and as incidental thereto the right to use [●] car-parking space/s in the said Building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Areas and Facilities.)

Part A

(List of Common Areas and Amenities)

1. Staircases
2. Passage and Mid-landing
3. Corridors
4. Common electric meter for common lights and services.
5. 04 Nos. of Elevators (Including Firemen Evacuation Lift)
6. Lift Lobby
7. Fire Fighting Equipment and means to access thereto
8. Water tank(s)
9. Drainage, storm water drain, electric sub-station if constructed
10. Refuge Area/s
11. Open spaces around the said Buildings.
14. Car Parking/s
15. 03 Nos. of Car Elevators
16. Servants toilet and bath at mid-landing level

Part B

(List of Limited Common Areas and Amenities)

1. Terraces (if any) attached to Flats in the Said Building;
2. Landing on the Floor on which the particular flat is located or as a means of access to the flat but not for the purpose of storing as a recreation area or for residence or for sleeping. Thus the landing is limited for the use of residents of the flats located on that particular floor or for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors to such Building/Wing;
3. Lift lobbies on each floor of the Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of External Development Works and Internal Development Works)

Part A

(List of External Development Works)

1. Gymnasium
2. Swimming Pool
3. Banquet Hall
4. Common Access/Driveway
5. Water supply, sewage and drainage system to the extent located outside the Building.
6. Swerage Treatment Plant
7. Receiving Station, if required
8. Sub-station, if required
9. Rain Water Harvesting System
10. DG Set/Alternate Power Supply system

Part B

(List of Internal Development Works)

1. Water supply system and pipes in the Building
2. Sewerage pipelines
3. Fire protection and fire safety, if any,
4. Lifts
5. Electrical Cables and Meter Room

THE FIFTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Details	
1.	Correspondence Address for Developer	
2.	Correspondence Address for Purchaser/s	
4.	PAN No. of Developer	
5.	PAN No. of Purchaser/s	

RECEIPT

Received of and from the within named Purchaser [●], a sum of Rs. [●]/- (Rupees [●] Only)

Sr.No.	Date	Cheque No./ Challan No.	Bank Name	Amount in Rs.

WE SAY RECEIVED

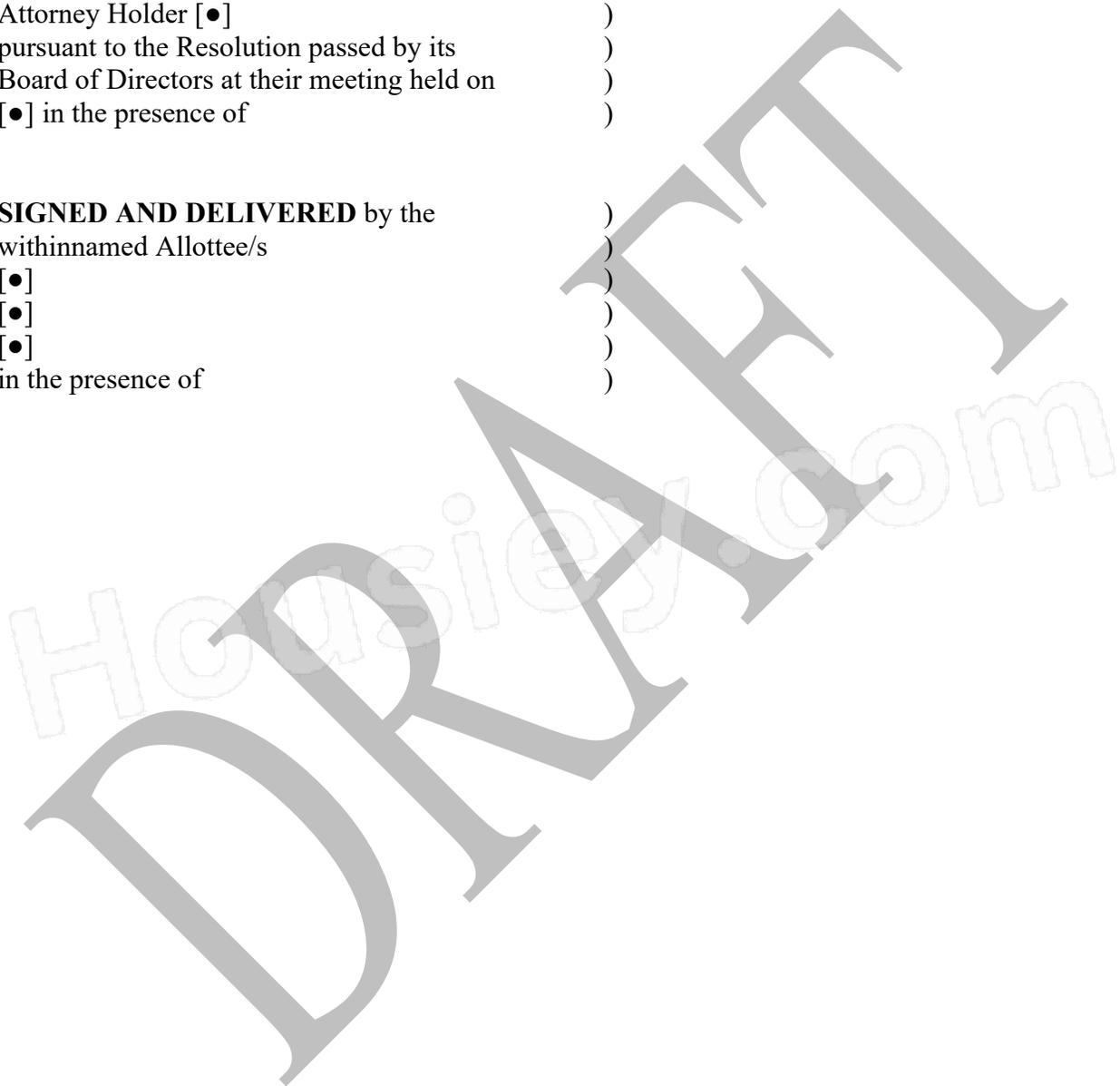
For **HESTON BUILDERS PRIVATE LIMITED**

Mr. [●]
(Authorized Signatory)

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Housiey.com

SIGNED AND DELIVERED by the)
 within named Developer)
HESTON BUILDERS PRIVATE LIMITED)
 By its Director Mr.[●])
 Through the hands of its Registered Power of)
 Attorney Holder [●])
 pursuant to the Resolution passed by its)
 Board of Directors at their meeting held on)
 [●] in the presence of)

SIGNED AND DELIVERED by the)
 within named Allottee/s)
 [●])
 [●])
 [●])
 in the presence of)



Annexure 'A'

Sr. No.	Details	Particulars
1.	Purchase Price	<p>Rs. [●]/- (Rupees [●] only) being the base price for the Flat (“the Purchase Price”) which shall be increased by the quantum of GST or any cess or surcharge by whatever name called on the Purchase Price as per the applicable provisions of any law for the time being in force, whether in force as on the date hereof or which may hereinafter come into force.</p> <p>A schedule with computation of amounts and payment milestones is included in Annexure 'B' hereto annexed.</p>
2.	Other Charges and Deposits (OAD)	<p>Rs.[●]/- (Rupees [●] only) lump sum amount of Club House membership fees;</p> <p>Rs.[●]/- (Rupees [●] only) lump sum amount of legal charges;</p> <p>Rs.[●]/- (Rupees [●] only) towards deposit of Electric Meter / Water Meter;</p> <p>Rs.[●]/- (Rupees [●] only) towards Society/Association formation charges;</p> <p>Rs.[●]/- (Rupees [●] only) for share money, application and entrance fee of the Society/ Condominium/ Company;</p> <p>Rs.[●]/- (Rupees [●] only) towards 12 months Advance Maintenance for proportionate share of Outgoings/Common Area Maintenance (CAM);</p> <p>Rs.[●]/- (Rupees [●] only) towards Piped Gas Connection Charges;</p> <p>Rs.[●]/- (Rupees [●] only) towards Corpus Amount;</p> <p>Rs.[●]/- (Rupees [●] only) towards Current Development Charges; and</p> <p>Rs.[●]/- (Rupees [●] only) towards interest free refundable deposit for renovation/repair work to be carried out by the Purchaser/Allottee within the Flat; which shall be returned to the</p>

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		<p>Purchaser/Allottee upon formation of Society/Association subject to adherence of the possession guidelines laid down by the Developer.</p> <p>Total Rs. [●]/- (Rupees [●] only)</p>
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Annexure 'B'

Sr. No.	Milestone	Amount Payable (%)	Amount Payable (INR)
1.	At the time of Booking		
2.	On the 30th day from Booking (less Booking Amount)	5%	
3.	On Execution of Agreement for Sale (Which should not exceed 60 days from Booking)	5%	
4.	On Commencement of Raft Slab	5%	
5.	On Commencement of Basement 2 Slab	5%	
6.	On Commencement of Basement 1 Slab	5%	
7.	On Commencement of Plinth Slab	5%	
8.	On Commencement of 5th Slab	5%	
9.	On Commencement of 10th Slab	5%	
10.	On Commencement of 15th Slab	5%	
11.	On Commencement of 20th Slab	5%	
12.	On Commencement of 22th Slab	5%	
13.	On Commencement of 24th Slab	5%	
14.	On Commencement of 26th Slab	5%	
15.	On Commencement of Terrace Slab	5%	
16.	On Completion of the Walls, Internal Plaster, Floorings, Doors & Windows	5%	
17.	On Completion of the Sanitary Fittings, Staircases, Lift Wells & Lobbies	5%	
18.	On Completion of the External Plumbing & External Plaster, Elevation & Terrace with Waterproofing	5%	
19.	On Completion of the Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical & Environment requirements, Entrance Lobby, Plinth Protection & Paving	10%	
20.	On Possession	5%	
	Total	100%	

LIST OF ANNEXURES:

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Annexure C – Plan in respect of the Project Land/Property

Annexure D – Property Registration Card

Annexure E – Certificate of Title

Annexure F – Approved Layout Plan

Annexure G – List of Key Approvals

Annexure H – RERA Registration Certificate

Annexure I – Floor Plan

Annexure J – Internal Amenities of Flat

Annexure K – Mortgage NOC

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